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The Solicitors' Journal.

LONDON, AUGUST 15, 1868.

THE REGISTRATION ACT of this session contains a section (the 28th) requiring overseers in counties to produce at the revising barristers' courts all rates made during the preceding year. It is scarcely necessary to observe that now the county franchise, as regards a very numerous class of voters, depends upon rating, it will be practically impossible to conduct the revision unless the overseers obey this direction. And in many country places to which the revising barrister only devotes one day, but in which there are outlying districts, it will be equally impossible in practice to send the overseers to fetch his books if he has not brought them. The Act has passed since the clerks of the peace issued their precepts, to which documents the overseers look for directions as to what their duties are. We should advise, therefore, all clerks of the peace to see that the attention of the overseers is called to their duty in this respect. A notice may conveniently be given them simultaneously with the notice of the courts appointed by the revising barrister, and we strongly advise all revising barristers to get the clerk of the peace to give such notices in their district.

As the overseers in former years have not had to produce their rate books, they are pretty sure not to do so, unless their attention is called to the matter.

THE COMPLAINT of our correspondent "H.," who last week referred to the "disgracefully bad writing" to be found in office copies of affidavits issued from the office of the Clerks of Records and Writs, is not, it must be admitted, made without a reasonable ground. It is not now for the first time that attention has been called to the fact that these office copies are, as a rule, very badly written, and frequently they are almost illegible. The late Lord Justice Knight-Bruce frequently complained of this, and we believe the fact was one of the chief reasons which induced Lord Westbury to cause answers and all affidavits filed to be used at the hearing of a cause to be printed instead of written. Still, however, a very large number of affidavits, namely, those filed on interlocutory applications, remain, and in ordinary cases the inconvenience of requiring these to be printed would obviously be great. If we remember correctly, the complaints of this bad writing made by Lord Westbury were replied to by a statement that the bad writing was the work of several old hands who had been in the office many years, and to dismiss whom it would be unjust, or at least savouring of cruelty. Whether the cause of the bad writing is still the same, or whether the new hands have got into a careless groove, we are not competent to state, but experience teaches us that the writing is, as a rule, bad, and that upon the whole no improvement has taken place since Lord Westbury made his complaint, now some years ago.

We agree with our correspondent that office copies ought to be written in "a good round legible hand," and there is in fact no excuse for bad writing, but as the uniform system of so many lines to a page and so many words to a line could not be ensured by the remedy he suggests, and as we think it better that this uniformity should be as far as possible maintained, we are unable to coincide with his suggestion that office copies should be made by solicitors. Surely the Clerks of Records and Writs are not so weak in their position as to be unable to demand in their subordinates the very common ability to write legibly, and a hint from any one of the judges should be sufficient to arouse in them the energy to enforce such a demand. In practice it is, we know, not uncommon for the solicitor to make a copy for an office copy, but this as we understand is only done under pressure and where the saving of time is absolutely necessary; but we feel bound to assert that we have seen office copies made in this way as badly written as any issued by the Record and Writ Clerks, and much more difficult to decipher by reason of their being written too closely. Were the suggestion of our correspondent adopted we can well believe that office copies would be as reliable as they are now, but they would remain just as reliable if issued as they now are and better written. A hint has been ventured to the effect that the writers in these public offices are poorly paid on account of the continuous work; be this as it may, the suitors pay for good writing and are entitled to have it. The complaint is reasonable, and may be easily met.

THE BILL which has lately passed the Congress of the United States, relating to expatriation—the Citizens' Protection Bill—runs thus:—

"Whereas the right of expatriation is a natural and inherent right of all people, indispensable to the enjoyment of the rights of life, liberty, and the pursuit of happiness; and

Whereas, in its recognition of this principle this Government has freely received emigrants from all nations, and vested them with the rights of citizenship; and

Whereas it is claimed that such American citizens, with their descendants, are subjects of foreign States, owing allegiance to the Governments thereto; and

Whereas it is necessary to the maintenance of public peace that the claim of foreign allegiance shall be promptly and finally disavowed; therefore,

Be it enacted &c., that any declaration, instruction, opinion, or decision of any officer of this Government which denies, restricts, impairs, or questions the right of expatriation is hereby declared inconsistent with the fundamental principles of this Government.

Section 2.—That all naturalised citizens of the United States while in foreign States shall be entitled to and shall receive from this Government the same protection of person and property that is accorded to native-born citizens in like situations and circumstances.

Section 3.—That whenever it shall be made known to the President that any citizen of the United States has been unjustly deprived of liberty by or under the authority of a foreign Government, it shall be the duty of the President forthwith to demand of that Government the reasons for such imprisonment, and if it appears to be unlawful, and in violation of the rights of American citizenship, the President shall forthwith demand the release of such persons, and if the release so demanded is unreasonably delayed or refused it shall be the duty of the President to use such means not amounting to acts of war as he may think necessary and proper to obtain and effect such release, and all the facts and proceedings relative thereto shall as soon as possible be communicated by the President to Congress."

The first clause of the preamble, with its moral prolusion, reminds one somewhat of statutes to be found in the very earliest volumes of our own statute-book. This is a declaratory Act, in the especial sense that it amounts to really nothing more than a declaration that the United States do not recognise the maxim *nemo potest exuere patriam*, which still forms part of our own common law. The active part of the enactment, or that which looks least unlike such, is the third section; but it is difficult to say what effect this can have. What is meant by "unjust deprivation of liberty"? The municipal law of a foreign country may make that an offence which would not be one in America. Will the conviction and consequent incarceration of an American citizen for

such an offence be an unjust deprivation of liberty? Or, to take the point a little further, suppose a foreign legislature enacts that it shall be punishable to act in a certain manner towards its own Government, though the acts be committed out of its jurisdiction. It is competent to any legislature to say, "If a foreigner, acting in a private capacity, does in his own country such and such an act against our Government, we will punish him if he puts himself within the grasp of our municipal law by coming into our territory." Would the enforcement of such a law against an American citizen who chose to put himself within its jurisdiction, come within the meaning of this Act? The determination whether or no the Act applies to any case requires the solution of the very questions which, if the Act meant anything, it was intended to solve. As originally framed this section authorised direct reprisals upon the foreign Government refusing a release. Sooner or later, it may be hoped, we shall ourselves abandon our present common law rule as to expatriation, making due provision, we trust, for the bearing of such a change upon the laws of property, and other rights and relations, which the change will effect.*

THE LEGAL PROFESSION are so greatly interested in the success of the scheme of Law Reporting originated by Mr. Daniel, that the annual financial statement of the managing body of the new *Law Reports*, which now makes its appearance for the second time, is well entitled to their attention. The statement now issued is the report for the year 1867, it embraces, however, the income and outgoing for the two years 1866 and 1867, the two entire years during which the scheme has been in operation. It appears that the receipts for subscriptions were, in 1866, £20,334 18s. The council were not bound to pay their editors and reporters the *maximum* salary; they did so, however, relying perhaps on a quicker success than the scheme has yet achieved. The result was a deficiency of £5,002, which, if only the guaranteed moieties of salaries had been paid to the reporters, would have been a surplus of £576 3s. 8d. In 1867 the receipts for subscriptions were £21,860 16s. 4d.; and the editors and reporters received the *maximum* salary for one quarter, and the guaranted moiety only for the remaining three quarters. The statutes were heavy this year, which, of course, entailed expense. The statement now issued is not very clearly drawn up, and it is not easy to glean from it the exact result of the receipts and liabilities for 1867. The sums paid for salaries were £7,417 10s., the printer's charges were £14,014 13s., and the cost of management £254 14s. So that if the liabilities incurred for the year are correctly represented by the above figures, the subscription receipts leave a surplus of £173 19s. 1d. The circular which we lately noticed, addressed to the reporters, put the deficiency on the two years, 1866-7 at £4,007. The difference between £5,002 and £173 19s. 1d. is £4,828 0s. 11d., but it seems that this total deficit has to be reduced by a sum of £503 16s. 7d., earned as interest on the deposit account with the Union Bank, which brings the sum down to £4,324 4s. 4d. The deficient balance, however, as set down in the balance sheet, is £3,324 10s. 7d., or, in round numbers, £1,000 less. Perhaps the difference is to be accounted for by credits for sums due for subscriptions from foreign and colonial agents of Messrs. Clowes, which, of course, are realised slower than English subscriptions. Taking the deficit, however, at £3,324, the council estimate the value of the surplus stock in hand at half subscription price, £4,321, so that if this surplus stock represents that sum, the scheme is solvent with a surplus of £996, less the liability to repay the Inns of Court and the Incorporated Law Society £571 advanced by them. Estimated at half-price the surplus copies are, perhaps, a fair asset, but they are one which cannot be realized with anything like promptitude; the death and retirement from practice of old subscribers will soon throw more and more of the subscribed series into the market, and in the meantime the interest on the deficit must run on.

The rough result seems to be that the receipts for 1866 would have sufficed to pay the guaranteed salaries, and leave a surplus of £570; and those of 1867 sufficed to pay nine-eighths of the guaranteed salaries and leave a surplus of £170. Estimating the one-eighth roughly at £670, this shows an improvement. This, of course, is irrespective of the consideration that, as a fact, more than the guaranteed salaries was paid in each year. The statement this year is couched in rather an imploring tone, as though beseeching the subscribers to think hopefully of the prospects of the scheme. We do not attach anything to this, thinking that the prospects are sufficiently encouraging to justify the profession in believing that, with care and pains, success will be assured. The financial prospects seem improving, and we may perhaps be permitted to express a hope that no pains will be spared to perfect the reports. The subscribers are reminded by the council that the publication of the statute, was no part of the scheme. They think that the expense of this publication has exceeded the advantage, and leave open the question whether some alteration should not be made next year. The statutes last year were unusually heavy; this year they will be much lighter, and next year advantage may be taken of Sir J. G. Shaw-Lefevre's suggestion of separating public local Acts from the other public enactments. It is also stated that a digest for the three past years has been begun, and if the expense be not too great, may be issued in January or February, 1869. We wish the *Law Reports* success; it is now the interest of the profession to hope that for them, as they have taken the place of the old "authorized" reports. The council, though regarding the amount of support which they have received as evidence that the reports are on the whole satisfactory, are "by no means insensible to the fact that they are still capable of improvement." We trust that this will be followed by an actual improvement. At present some of the reports are far too verbose, the weekly notes are getting behindhand in point of date, and are occasionally very inaccurate. It is also, we think, a pity that when cases are cited in court from the other series of reports, which, as may happen, are not yet reported in the *Law Reports*, the existing references are not given. With these remarks we shall give the *Law Reports* our good wishes.

GAS COMPANIES AND STREET PAVEMENTS.

We think it may now be regarded as finally settled by the decision of Vice-Chancellor Malins, in *Attorney-General* v. *Cambridge Gas Consumers Company*, that the breakiug-up of the streets of a town without parliamentary authority, for the purpose of laying down gaspipes is such a public nuisance as will be restrained by injunction at the suit of the Attorney-General. The case is reported 16 W. R. 1007. Few, probably, of our readers, at any rate of those who live in paved and lighted regions, will regret that the Vice-Chancellor should have arrived at this decision: yet, inasmuch as the full court of appeal came to a contrary conclusion in *Attorney-General* v. *Sheffield Gas Company*, 3 D. M. & G. 307, a case, in many respects, upon all fours with the Cambridge case, we do not wonder that the defendants in the latter case should have proceeded with so much confidence, and have expressed so much disappointment at the issue. Still the cases are distinguishable, and the state of public feeling has, no doubt, undergone a change with respect to the nuisance occasioned by gas companies disturbing the streets, since the year of the Sheffield decision; and we take it, on the authority of Lord Cottenham, that the Court of Chancery, like every other institution, must accommodate itself to the demands of the age. We cannot, therefore, regret that another precedent has been established for the interference of the Court with nuisances of this description.

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* *Vide sup.* 152, 496, 516.

The beginning of the story of the Cambridge and Sheffield cases may be told in the same words. Both towns were lighted with gas by public companies incorporated by special Acts which embodied the Gas Clauses Act (10 & 11 Vict. c. 15), and possessed special powers of breaking up the pavement for the purposes of their business, repairing and restoring it. Rival companies, called in either case the Gas Consumers Company, were set on foot and commenced operations. At this point the stories diverge. The Sheffield company had no statutory powers, but relied on the authority of the parish boards and the favour of the local surveyors to permit them to break up the pavement. The Cambridge company, too, possessed no statutory powers, but were merely a limited company. They had, however, commenced operations under a contract with the Town Improvement Commissioners. This body was empowered by a local Act of 1794 to pave and light the town of Cambridge. That Act passed before the days of Winsor, when gaslight was unknown. It was argued that the power of lighting the streets conferred on the Commissioners in 1794 extended only to such lights as were in use at that day—the light of oil lamps, and that under the power in question the Commissioners could lawfully do no more than erect, or employ others to erect for them, posts in the streets to carry lamps; but the Court was of opinion that the power enabled them to light the streets in any way, and do all things incidental to lighting them, one of which at the present day would be to break up the pavement in order to lay down the gaspipes. This, then, under their contract with the Commissioners, the company might lawfully do. But when the contract was determined by the Commissioners, and the company, nevertheless, proceeded to break up the streets, then they were acting without lawful authority, and might, in the opinion of the Court, be restrained by injunction. See also *Ellis* v. *Sheffield Gas Consumers Company*, 2 W. R. 19, 2 El. & Bl. 769.

In the Sheffield case, as the reader will remember, the company had no statutory power, but relied on the leave and license of the local authorities to suffer them to break up the pavement. An information was filed against them at the relation of the old company to restrain them from doing so, but an injunction was refused by the Court of Appeal (Lord Cranworth, Lord Justices Knight-Bruce, and Turner), and it was held (*dissentiente* Lord Justice Knight-Bruce) that the breaking-up of the streets for laying down the gas-pipes did not constitute such a nuisance as to require the Court to interfere. The ground of the decision seems to have been that the injury would be temporary and infinitesimal. One hundred miles of streets in all would have to be broken up, but no more than twenty yards would be broken up at any one time, and that only for a day or two. The Lord Justice Knight-Bruce, indeed, referred to similar works in the metropolis, adding that "they are no sooner begun than ended," a conclusion from which, with all respect, we venture to differ. The *quantum* of nuisance occasioned by a street being broken up depends upon the amount, as well as on the character of the traffic; but, in any case, it must be considerable. And as a pavement once disturbed often needs relaying three times in succession before the uniformity of the surface is permanently restored, we are jealous of any disturbance of its surface by the operations of companies, authorised or not.

A question in the Sheffield case was whether the authority under which the company were acting was sufficient. The case, however, was not decided upon that ground, but upon the ground that, in the opinion of the majority of the Court, the mere disturbance of the pavement was not a nuisance upon which the Court would take action. We submit that this view of the case is not in harmony with several more recent cases which we are about to mention.

Another case, very similar to the one before us, was *Reg.* v. *Longton Gas Company*, 29 L. J. N. S. Mag. Cas. 118, where the Court of Queen's Bench held, that taking up the pavement and digging trenches in the roadways and footways of a town in order to lay down service pipes for the supply of gas to the inhabitants of the town, were not acts that could be justified at common law.

It appears, then, that, unless armed with statutory powers for the purpose, no private person or company can break up the streets for the purpose of laying pipes without exposure to the risk of being enjoined, on the ground that a public nuisance is occasioned by his or their acts. The principle is a general one, and not confined to gas companies. Our readers will remember the street tramways case (*Reg.* v. *Train*, 10 W. R. 539, 2 B. & S. 640), in which the now celebrated Mr. Train was indicted for a nuisance, in respect of his having laid down a street tramway without the authority of Parliament, but with the assent of the vestry. The evidence went to show that the tramway was dangerous and inconvenient, unless to vehicles especially constructed to run on it, and the Court held it to be a public nuisance, treating the argument with some contempt. It may be observed that the laying of such a tramway came within the paving powers of the vestry.

The case of *Reg.* v. *United Kingdom Electric Telegraph Company*, referred to in a note upon the latter case as having been tried by Baron Martin at the Bucks Assizes, was an indictment for erecting telegraph poles along a highway so as to obstruct it. The verdict was against the company, on the ground that the obstruction thereby caused was a nuisance; but as the obstruction, if any, was of a permanent nature, the case is, perhaps, not so much in point as *Attorney-General* v. *United Kingdom Electric Telegraph Company*, 30 Beav. 287. The company had laid down their wires enclosed in tubes along a public highway without the preliminary step of obtaining parliamentary power for the purpose. The Attorney-General, at the relation of Baron Rothschild, we believe, filed an information complaining of the company's acts as a public nuisance, as well as an invasion of the right of the owner of the adjacent land in the soil of the highway. It was urged that, by their usurpation, the company would in time acquire an easement against the owner of the soil. Lord Romilly, however, declined to grant the injunction prayed for in the first instance, but ordered the bill to be retained for a year, in order that proceedings might be taken at law to ascertain whether the laying of wires by the company, in manner aforesaid, amounted, first, to a public nuisance; and, secondly, to a trespass upon the freehold of the owner of the soil.

THE PRESENT SYSTEM OF CONDUCTING ARBITRATIONS.

The leading article in the *Pall Mall Gazette*, of last Monday, drew attention to one of the most crying evils of our present method of trying causes at common law viz., the system of conducting what are called references or arbitrations. There are a large number of causes that are from their nature entirely unfit for the cumbersome proceedings of a trial by a judge, with a jury of twelve men, in the midst of the noise and confusion that almost always prevails in a Nisi Prius court. Questions involving complicated matters of account, or inquiries into many minute details cannot be satisfactorily tried in an open court, although such a tribunal may be very fit for the decision of one or two simple issues of fact. In certain cases the judges have a statutory power of referring causes, that is, they may send the cause to be tried by one of the masters of the court in which the action is pending. The master to whom the cause is thus referred appoints a day for hearing it, and at the hearing acts as both judge and jury. Besides these cases, which are thus compulsorily referred, there are many others which are referred by consent, either at the instance of the judge at Nisi Prius when the cause comes on to be heard, or by the wish of the parties who may think that the matters involved cannot be properly

tried by a jury. Such references as these are usually made to a barrister of standing and experience, who is chosen by the parties, and he has then to decide on all matters of fact or of law which may arise in the course of the proceedings. Nothing can well be more unsatisfactory than the way in which these references are conducted. They are almost invariably slow, uncertain, and consequently costly, and it is no exaggeration to say that in the great majority of cases the plaintiff and the defendant both regret that they ever consented to have their differences decided by any other than the regular tribunal. The proceedings are commenced by the arbitrator giving an appointment for a future day. When the day arrives it often happens that either the arbitrator himself, or one of the counsel (for, of course, both the arbitrator and the counsel on each side are engaged in other cases which may be pending at the same time), is unable to attend, and then the meeting has to go off until another day, or perhaps one or both of the attorneys and the witnesses are absent, with the same effect. This not unfrequently happens two or three times in succession. Even when all the parties are actually got together in the appointed place, and the proceedings are commenced, they are constantly interrupted by the counsel or arbitrator being called away to attend to other matters. In consequence of this desultory way of conducting references, they often drag their slow length along through ten, twenty, or even forty meetings. For every one of these meetings fees have to be paid to the arbitrator, counsel, attorneys, and witnesses, and the room where the meeting is held has also to be paid for. It is unnecessary to enlarge upon the immense amount of expense, not only in money, but also in time and trouble that is thus uselessly thrown upon the litigating parties, who are thus compelled to pay for the evils of a bad system. The delays of which we speak are not caused by design, nor is there, we believe, except in very rare instances, any desire on the part of those professionally engaged to protract a reference, a day further than is necessary. But the fact is that if two matters require attention at the same time, and one of them is a reference, it is generally understood that the reference is neglected. It is known that there are no strict rules for appearing before an arbitrator, and if the parties cannot be got together there is always an adjournment. If this is the understanding, it is not surprising that adjournments are very frequent.

It is a great pity that this way of conducting references should continue to exist. They are really most useful tribunals, and many matters can be easily and satisfactorily investigated in a quiet room before an arbitrator, in the presence of only the parties and their professional advisers and witnesses, which it would be impossible to examine fairly in the crowd and confusion of a public court. It often happens that cases involving questions of the details of repairs to buildings, questions concerning the receipt, delivery, or value of a great number of different items of goods supplied, questions which require a minute examination of many volumes of account books, have to be decided in order to arrive at a correct decision in a cause. In all such cases trial by arbitration is most useful, and it is because it is so useful, or we might almost say necessary, that we notice the present inefficient state of the system.

The simplest remedy that could be proposed for this state of things, would be the appointment of barristers of known ability and reputation, as arbitrators or judges for the trial without a jury of that class of cases which experience has taught cannot be tried by a jury at all. It may be objected that the fact that an arbitrator was appointed officially, and not by the choice of the parties, would not make any alteration for the better in the way of conducting arbitrations. We think, however, that this would in effect remedy many, if not most, of those evils of which we at present complain. If an arbitrator is a judicial officer not in practice at the bar he will be much less inclined to encourage adjournments, delays, and meetings for half days, &c., by which so much time is now wasted. An arbitrator now often has to ask the indulgence of both sides, in order that he may not neglect his other business, and the indulgence which he thus often stands in need of he is naturally not unwilling to accord to others when they in turn ask it of him. An arbitrator who has no need of delays for himself will be less likely to grant them to others, and we might obtain this advantage by the method we have pointed out. If arbitrations could once be rendered more expeditious, and less costly, they would soon become a very popular tribunal for trying a large class of cases such as those which we have already mentioned.

There cannot be much serious objection to the appointment of arbitrators who would do much to lighten the labour that is now cast upon the judges. The fact is that at present we have not a sufficiently large judicial staff, and the want of an increase of power either by a new arrangement of sittings, or by adding to the number of judges, is generally admitted. The result of not having enough judges is, that attempts are always being made to crowd into a week a number of causes that ought to occupy twice or three times that time if they were fairly tried out. When such a list of causes has to be tried, there is an almost unavoidable tendency on the part of the judge, and also of the counsel engaged in the cases, to dispose of them in the quickest, instead of in the best way. The assizes which have just concluded at Guildford furnish a good example of trying causes in a hurry. One hundred and thirty-nine causes, besides a number of prisoners, were nominally tried, or, as the phrase is, "got through," in eight days! In other words the causes were either hurried over or referred or withdrawn from the list altogether. The appointment of arbitrators might do much to alter this state of things. Parties would be only too glad to try their causes without delay before an arbitrator instead of losing time and money by bringing their causes for trial at Nisi Prius on the chance of there being time enough to try them properly.

In addition to these advantages there is another which is not of less importance. In the theory of English law every question of fact which comes before a common law court has to be tried by a jury. Now, it is clear that a jury is not always the best kind of tribunal to try a question of fact. It is therefore desirable that there should be ample facility given to all litigants for choosing the tribunal that seems most suited to the matter in dispute. Further, not only should facility be given for making this choice, but the one mode of trial should be made as cheap as another. If a cause is tried before a judge the parties have to pay various fees in the course of the proceedings, but the judge and jury (except special juries) are provided for them at the expense of the country. It is only reasonable that arbitrators should be paid in the same way. At present an arbitrator has to be paid for doing work which ought to be done by a judicial officer paid by the State.

The present masters of the different courts, to a certain extent, supply the want of arbitrators, but other arbitrators are wanted, as is shown by the fact that so many causes are referred to barristers in practice. There are several reasons why there are not more references to the masters. They have a great deal of other business to attend to, especially since the late change in the rules for the conduct of business at judges' chambers. Their rooms are usually far too small and badly arranged for the convenient holding of references where many witnesses and others are often necessarily present, and their time is also much occupied in hearing references referred to them compulsorily by the judges.

It is very desirable that the attention of the public should be drawn to defects in the administration of the law like these which we have noticed. They are much more difficult to remedy than those which are open and known. Anyone who cares to take the trouble to go

into a court of law can see how business is transacted there, but only those engaged in the profession of the law and those members of the public whose causes have been referred can tell how arbitrations are conducted. It is always well that attention should be drawn to abuses of all sorts, as this is a step which must be taken before they can be remedied, but when the abuse is but little known it is doubly important that public attention should be directed to it. For this reason we are glad that the subject of arbitrations has been noticed in a non-legal paper, and we hope it will not be allowed to drop until it has obtained some share of public attention.

DUPED SHAREHOLDERS IN THE FRENCH AND ENGLISH COURTS—THE CREDIT MOBILIER.

Persons interested in observing the devolutions of joint stock litigation regard with some curiosity the legal proceedings which have been recently prosecuted by certain shareholders of the Credit Mobilier of France against the old board of directors of that company. We use advisedly the vague term "legal proceedings," because the words "suit" and "action" have a technical meaning in English jurisprudence.

The case of the litigating shareholders was, that the board of directors induced them to subscribe to the issue of new capital by representations that the concern was in a sound and flourishing condition, and that it was necessary to double its capital in order to extend the area of its operations, these representations being, as it was alleged, untrue in fact. This doubling of the capital had been formally resolved upon at certain meetings, but the litigating shareholders objected that these meetings were illegal, as having been informal, and also, as we understand the proceedings, that they were meetings "packed" by the directors. The Tribunal de Commerce held that the meetings were informal and the representations untrue, and decreed the directors to be jointly and severally liable for the whole of this new share capital, a liability of nearly two millions and a half. The proceedings taken against this board of directors seem therefore to have been analogous in form to a suit by a shareholder or shareholders suing "on behalf of all the shareholders in the company, other than the directors," with this distinction, that in the French case the decree in favour of the attacking party appears to enure at once for the benefit of all shareholders other than the party attacked.

On appeal to the Imperial Court of Paris that tribunal has varied the decree made by the Tribunal de Commerce. The misrepresentations alleged against the board consisted in the glossing over what has been styled the disastrous connection between the Credit Mobilier and another company, the Compagnie Immobilière. The Appeal Court holds that the meetings were proper, and the increase of capital legitimate, but that there were misrepresentations as to the position of the company in relation to the Compagnie Immobilière. It limits the liability in respect of these misrepresentations to those directors who were also directors of the Compagnie Immobilière; but the most important variation is to come. As the decision of the Tribunal de Commerce is understood here, it amounted to striking the shareholders out of the company, and substituting the directors. The Imperial Court, on the other hand, views the question merely as one of damages; it leaves the shareholders in the position of holders of the new shares in question, declaring that they are to be indemnified by the directors for what damage they sustain by holding these shares. For measuring this damage an account is to be taken.

In order to compare the attitude of the French court toward mendacious directors with that of the courts of this country, it is necessary to consider the difference between the procedures of the two countries. In England the party who sues must elect to sue in a very definite form, for a definite remedy. If aggrieved by directors' misrepresentations inducing him to become a shareholder, he may proceed by motion under section 35 of the Companies Act, 1862, to have the company's register rectified by striking off his name (as in *Ship's case*, 13 W. R. 599); this relieves him from future liability, but does not recoup him what he may have already paid in the shape of deposit or calls. He may file a bill against the company and directors to relieve him from his investment and get his money returned (as in *Kisch* v. *Central Railway Company of Venezuela*, 15 W. R. 821), and so get struck off and recouped by one process. Moreover, if he can fix upon the directors personally a guilty knowledge of the deceit practised upon him, he may (as in *Henderson* v. *Lacon*, 16 W. R. 328) get a decree for repayment and for costs against the directors. Or he may treat the matter as one of damages, and bring an action of deceit at common law. By the latter process he can get damages, but cannot get removed from the company.

The French court seem to have it in their power to relieve the shareholder in either way as they think best upon the case. Whether or not this power is dearly purchased at the expense of uncertainty, indefiniteness, and expense in the litigation of individual cases, may be an interesting and instructive question.

In comparing the relief which the French court has granted in this case with that which is open to litigants in England, we may disregard details and look only to the broad fact that the plaintiffs complained that misrepresentation had induced them to subscribe for shares. It seems that the French court had it in its power to grant every kind of relief which the shareholders could have got in England by proceeding in either of the modes above mentioned. But it declined to do more than order the directors to indemnify the shareholders, still leaving the latter primarily liable as members of the company. If, therefore, this case could be regarded as a precedent, it would indicate that duped shareholders in England can, by selecting their mode of procedure judiciously, obtain a fuller measure of relief than they could get as French subjects from a French court. The French Courts, however, are not governed by precedents to the extent that our own courts are; they isolate their cases more; and, therefore, this decision of the Cour Imperiale is to be viewed less as a precedent than a mere indication of the frame of mind which the Court happens just now to entertain, in regard to directors and shareholders.

As regards the infliction imposed upon the directors, there is less distinction; both French and English courts are willing to order the directors, if they are fixed with a *scienter*, to repay the shareholders, and of course the directors' liability to the shareholders is not affected by the fact that the latter are themselves liable to the company or its creditors. As regards the *scienter*, however, a distinction appears upon comparing the Credit Mobilier case with that of *Henderson* v. *Lacon* (*ubi sup.*), decided last December by Sir W. P. Wood, when Vice-Chancellor. There the directors admitted having authorised the issue of the prospectus, but qualified the admission by stating that they sanctioned it on the authority of one Howes (a promoter), relying upon his assurance that the statements contained in it were true. The Vice-Chancellor said:—"coupled with that answer I must take the fact of their having put forward a paper with their names to it; and . . . . I must take it that they authorised the issuing of this very thing, not that they gave Howes general power to issue such a prospectus as he thought proper, without knowing exactly what he said or did in it, but that they authorised this very prospectus which has misled the plaintiff into the contract." The Vice-Chancellor, in other words, held that these directors must be taken to have known that the prospectus contained untrue statements. In the Credit Mobilier case the Cour Imperiale lets off the directors who were not also directors of the Compagnie Immobilière, saying:—"If it is a reproach to them not to have examined more closely, the fault has not the gravity necessary to fix them with the responsibility

called for. Nothing is more excusable than the confidence they gave to their colleagues who directed the Compagnie Immobilière. In all affairs of this nature a just difference has always been established between responsibilities incurred by direct and personal acts of the administrators of companies and the imprudent confidence reposed in them by persons insufficiently watched. To appreciate otherwise the acts of members of the Council of Administration would be to give the shareholders veritable guarantors in the person of their delegates, which is evidently inadmissible."* It is observable that the Cour Imperiale takes the distinction which our courts take, that in order to fix agents with personal liability to damages you want something more than would suffice merely to disentitle their company to insist on the contract obtained by the untrue statement—you want a guilty knowledge; but it declines to fix the agents, as our courts seem inclined to do (the point is still open to some doubt), with a sort of constructive guilty knowledge, where it was their duty to examine.

Viewing, then, the matter by the light of this French case, the French shareholder seems on the whole to get rather less redress from his courts than his fellow on this side of the English Channel. But, as we have already observed, the decision is far less valuable as an index than an English one would have been, on account of the small reverence paid by the French judges to precedents. It seems probable that the case will be taken to the Court of Cassation, the ultimate court of appeal. The late decision may therefore not be final, but as the interest felt in the subject has made it the subject of much discussion, we have thought it well to make some present comment.

RECENT DECISIONS.

EQUITY.

REVIVOR FOR COSTS.

Troup v. *Troup*, V.C.M., 16 W. R. 573.

It has often occurred to us, and probably to most of our readers, to think the rule that there can be no revivor for costs alone a hard and unjust rule. Revivor is allowed for costs, it is true, where those costs have been taxed, but otherwise, as a general rule, costs die with the party in case of abatement, whether by the death of the party who is to receive, or by the death of the party who is to pay, costs: *Jupp* v. *Geering*, 5 Mad. 375. The rule that there cannot be revivor for costs only, if untaxed, has been deplored as unequal and arbitrary by the most eminent judges. That rule is said to be grounded upon the maxim *actio personalis moritur cum personâ*, the reason being that process in equity, unlike process at law, is *in personam*—a personal demand in the nature of a tort, and therefore dies with the person: *White* v. *Hayward*, 2 Ves. Sen. 461. The rule was spoken of by Lord Hardwicke as a "hard rule," and the Vice-Chancellor, in the case before us, said that such a rule was a reproach to the administration of justice, and expressed a hope that it might soon be amended by legislative enactment. In this hope we cordially concur. The best evidence of the way it is regarded by the Court is the number of exceptions to it which have been admitted. To these we mean presently to refer. Some ground might originally have been found for it by analogy to the maxim *actio personalis moritur cum personâ;* but this maxim, it will be remembered, no longer expresses a truth, inasmuch as the Common Law Procedure Act, 1852, provides for the continuance of an action, notwithstanding the death of the plaintiff or defendant at any time before final judgment; and since the passing of the Bankruptcy Act, 1849, costs may be proved which have been taxed since the bankruptcy. Subsequent proceedings are not affected by this enactment, it is true; but the general principle involved in the maxim being done away with, we see no reason why an unjust and absurd, as we must call it, rule dependent on the general principle should not follow: See *Kemp* v. *Mackrell*, 2 Ves. Sen. 579, where the costs were given out of a particular fund.

The principle of the rule which has been laid down, that where a party dies there can be no revivor for costs, is, that the right to receive costs or the liability to pay them dies with the person: per Sir George Turner, L.J., *Ellison* v. *Sharp*, 15 W. R. 501, L. R. 2 Ch. 355. The rule, then, where the abatement is caused by the death of a party is simply as we have stated it. In *Lowten* v. *Mayor of Colchester*, 2 Mer. 113, Sir W. Grant, M.R., took the same view as that taken by the Court in *White* v. *Hayward*, that revivor is allowed for costs taxed, but not otherwise. In *Hall* v. *Smith*, 1 Bro. C. C. 438, an attempt was made to distinguish between an abatement by the death of the party who was to pay, and that of abatement caused by the death of the party who was to receive costs; the case, however, was decided in favour of revivor, on the ground that the costs had been taxed before abatement, so that the point raised was left undecided. *Jupp* v. *Greening*, however, settles that no such distinction can be drawn.

The exceptions to this rule seem to be—(1), where, under certain circumstances, something further remains or may have to be done under the decree beyond the payment of costs. *Johnson* v. *Peck*, 2 Ves. Sen. 464, was the case of a bill of revivor for costs where the suit had abated by the marriage of the lady who was the sole plaintiff. The decree in the original suit directed the payment of costs out of a testator's assets. Lord Hardwicke, remarking that the Court always endeavoured to get out of the rule, so as to hold that if anything remained to be done under the decree besides the payment of the costs, the party might revive, although the costs were not taxed, allowed the suit to be revived, on the ground that the costs were payable out of the assets under the decree, which might necessitate the taxing of the accounts if assets were not admitted. And in *Fitzmaurice* v. *Sadlier*, 12 Ir. Eq. 137, the Court would not assume that nothing remained to be done under the decree but to dispose of the costs, where it was possible that upon further direction it might be necessary that an account should be taken, or parties ordered to join in the conveyance, and treated the case as an exception to the rule which we are now considering. (2.) Where the costs are specially provided for. In *Jenour* v. *Jenour*, 10 Ves. 562, a suit for the administration of a fund specifically bequeathed, where part of the relief prayed for was the payment of costs out of the residue, the Court held that the payment of the costs was part of the relief to be given by the Court, and made the order of revivor. The mere fact, however, that the bill specially prays costs, will not be sufficient to make the case an exception to the general rule: *Robertson* v. *Southgate*, 7 Ha. 109. (3.) Where the costs have already been taxed, as in *White* v. *Hayward*. (4.) Where taxation has been deferred on an undertaking that the postponement shall be without prejudice: *Tucker* v. *Wilkins*, 7 Sim. 349. (5) Where the costs are ordered to be paid by some party who is either actually or constructively an officer of the court—*e.g.*, a receiver in the cause: *Betagh* v. *Concanen*, Ll. & G. temp. Plunket, 855.

Malins v. *Greenway*, 7 Ha. 391, is an instance of hardship inflicted on a trustee by this rule. There Sir James Wigram, V.C., refused, as he was bound to refuse, to make an order upon a petition for payment of the costs of a deceased trustee defendant who had died before the cause came on for further directions. This leads us to the case before us, a case of almost equal hardship. The plaintiff, whose bill was dismissed with costs, died after judgment, but before the costs were taxed, and the defendants were neither admitted to prove by judgment creditors against his estate for their costs, nor allowed to re-

* We take this portion of the judgment from the *Economist* of the 8th inst., which contains some pertinent remarks on this part of the case.

vive the original suit in order to get them taxed. By the operation of the Judgment Debtors' Act, 1 & 2 Vict. c. 110, the order of the Court for the payment of costs by the plaintiff amounted to a judgment against the estate of the plaintiff. But how was the amount of the judgment to be ascertained? Only by taxation, and taxation is, technically speaking, a proceeding in a cause, and cannot proceed in an abated cause until revivor. The Vice-Chancellor found himself bound by precedent to refuse an order of revivor; and therefore the judgment could not be worked out or made of any avail against the estate of the plaintiff. In *Robertson* v. *Southgate* the Court was asked not to sanction the practice of staying the taxation of costs payable to the estate of a deceased party since the Judgment Debtors' Act had in substance identified decrees in equity with judgments at law. But the Court, assuming that the representatives of a deceased party had a statutory right to recover his costs, declined to order taxation to proceed, unless the suit were regularly revived. There was the same difficulty here, and no means of reviving the suit.

We may mention here that revivor for costs is permitted in cases of abatement by reason of bankruptcy: *Ellison* v. *Sharp*, 15 W. R. 501, L. R. 2 Ch. 455, following *Farrell* v. *Davenport*, V.C.S., 15 W. R. 479, L. R. 3 Eq. 473, and overruling, it may be as well to observe, *Boucicault* v. *Delafield*, 12 W. R. 1025, 13 W. R. 64; and we submit that a similar course would be adopted in the case of abatement through marriage of a female plaintiff or defendant, or otherwise than by death.

Receivers and Administrators Pendente Lite.

Veret v. *Duprez*, V. C. M., 16 W. R. 750.

By the Court of Probate Act, 1857, (20 & 21 Vict. c. 77,) s. 70, the Court of Probate is empowered to appoint an administrator of the personal estate, and by section 71 a receiver of the real estate, of any deceased person pending any suit touching the validity of the will of such deceased person, or for obtaining, recalling, or revoking any probate or grant of administration. The intention of this enactment was to confer on the Court of Probate larger powers than those possessed by the Ecclesiastical Courts with reference to the appointment of these officers, and to enable it to protect the property of deceased peasons pending litigation in that court as fully as the Court of Chancery can, in exercise of its original jurisdiction.

The validity of the will of the testator in this cause was disputed, and the Court of Probate had accordingly made an order for the appointment of an administrator *pendente lite*. Subsequently to this appointment being made, the plaintiffs filed their bill for an interim injunction to restrain the defendants from meddling with the property in dispute, and for a receiver. The plaintiffs then moved for a receiver: and the question was whether the Court could with propriety interfere with the administrator already appointed by the Court of Probate. There can be no doubt that the Court has full power to appoint a receiver pending proceedings in another Court: in bankruptcy, for instance, as in *Riches* v. *Owen*, 16 W. R. 963, 1072. But will the Court exercise that power where the Court in which the litigation is proceeding can do it equally well? The practice of the Court with reference to proceedings in the Ecclesiastical Courts is laid down in *Rendall* v. *Rendall*, 1 Ha. 152, as follows:—Where probate or administration has been granted by the Ecclesiastical Court, a receiver will not be appointed by the Court of Chancery, pending litigation to recover probate or administration, unless a special case be made out. Where probate has not been granted, it is of course to appoint a receiver pending litigation in the Ecclesiastical Court to determine the right of probate, unless a special case be made out. Where there is an executor, the Court need not interfere, as he derives his title under the will, not under the probate; but where the dispute is, whether the claimant be executor or not, what can the Court do but appoint a receiver? *King* v. *King*, 6 Ves. 172, was a case of opposite claims under different wills. To an application for a receiver it was objected that the property did not appear by the evidence to be in danger, and that, if necessary, the Ecclesiastical Court would appoint an administrator *pendente lite*. But Lord Eldon said, "This is almost a motion of course. The property is in danger in this sense, that it may go into the hands of those who have nothing to do with it." So, too, in *Watkins* v. *Brent*, 1 My. & Cr. 97, Lord Cottenham said, that where the representation is in contest, and no person has been constituted executor, the Court will interfere, not because of the contest, but because there is no hand to receive the assets. The Court, however, will only do this where the state of the property requires it: *Whitworth* v. *Whyddon*, 2 Hall & Twells, 445. According to Williams on Executors (6th ed.), p. 478 a receiver may be appointed by the Court notwithstanding an administrator *pendente lite* may be also obtained. The general principle is, that where there is a legal title to receive, the Court ought not to interfere, unless where the legal title is in danger of being abused. See *Devey* v. *Thornton*, 9 Ha. 229, and Lord Erskine's observation in *Richards* v. *Chase*, 6 Ves. 72, that the Court ought never to interfere where the Spiritual Court can grant an administration *pendente lite*, must be qualified by adding, "unless in cases where the property is proved to be in danger." But the Court of Probate has larger and more defined powers of protecting assets by administrators, who are its officers, than the Ecclesiastical Court had, and we infer that at the present day the Court, although under certain circumstances it will appoint a receiver pending litigation in the Court of Probate, will not do so where the latter Court has already appointed an administrator *pendente lite*.

It may be observed with reference to suits for the appointment of a receiver of property in dispute in the Court of Probate, that the suit is never brought to a hearing, but when the litigation is over in the Court of Probate, it is the practice to discharge the receiver and dispose of the costs. The costs will be ordered to be paid by the plaintiff, if the result of the proceedings in the Court of Probate shows that no cause existed to justify him in filing his bill: *Barton* v. *Rock*, 22 Beav. 81, 376, 4 W. R. 588. And when the litigation in the Court of Probate is over, the proper course is for the defendant in equity to apply for his costs, and move to stay proceedings.

COMMON LAW.

General Average—Port of Adjustment—Goods Jettisoned—Prepayment of Freight.

Fletcher v. *Alexander*, C.P., 16 W. R. 803.

When goods are jettisoned, that is, thrown overboard to save the vessel when in distress, their owner is entitled to a contribution from the owners of the ship and of the rest of the cargo, to compensate him for the loss which he has thus sustained, and by which they have been gainers, inasmuch as they have their property in safety, in consequence of the loss of the portion jettisoned. If, however, after the jettison the ship and cargo are wholly lost, there is no contribution, as in that case the jettison has not in any way benefitted the owner of the ship and cargo. The value of the goods jettisoned is in the ordinary course settled when the vessel arrives at her port of destination at the price which the goods would have fetched there less freight and expenses. These are the general rules, and *Fletcher* v. *Alexander* has added to these some further subordinate ones. The vessel in this case sailed from Liverpool for Calcutta, loaded with a cargo of salt, all belonging to one owner, a portion of the freight of which was prepaid. She went aground on the coast of Ireland, and some of the salt was properly thrown overboard. She was so much

injured that she had to return to Liverpool for repairs, and all the salt was more or less damaged, and had in consequence to be sold. After the vessel was repaired the owner of the salt refused to find another cargo. The question then arose how should the value of the salt be estimated as between the plaintiff, the owner of the salt, and the defendant, the owner of the ship, who was clearly liable to contribute to the loss occasioned by the jettison. The plaintiff contended that he was entitled to recover the value of his goods according to their market price at Calcutta, the port of destination, or at least the cost price, *plus* the amount of freight paid in advance, and the shipping charges. The defendant contended that as the voyage was wholly put an end to by the injury to the vessel, the Calcutta price of the salt could not be recovered; and, secondly, as the salt which was brought back to Liverpool was all damaged, the presumption must be that the salt jettisoned would have been damaged if it had not been thrown overboard, and that the plaintiff was, therefore, entitled only to the amount which his salt would have fetched if it had been brought back to Liverpool in the same state as that in which the rest of the cargo was in fact brought back; also that the prepaid freight could not be recovered, as the voyage was at an end.

The Court decided in accordance with the defendant's contention, holding that the value of the goods jettisoned must be estimated according to their market price at the port of adjustment. When the vessel reaches her destination that is, of course, the port of adjustment; when the voyage is broken up at some intermediate port, then the adjustment must be made there. They further decided that it was a question of fact to be ascertained from all the circumstances of the case, whether the goods jettisoned would have arrived in a sound or in a damaged state and that their value must be regulated according to the finding of the fact. The prepaid freight they held not recoverable, as the voyage was at an end, the salt brought back being in such a state that it could not have been forwarded to its destination.

The points thus decided are not entirely new questions, for they have been treated of in Arnould on Insurance, and in Benecke. There appears, however, to have been no reported case upon any of the precise points decided in *Fletcher* v. *Alexander*.

Slander—County Court Judge.

Scott v. *Stansfield*, Ex., 16 W. R. 910.

The proposition that a judge of a court of record is not liable to an action of slander for anything he may say while acting in his judicial capacity, is upheld in the fullest way in *Scott* v. *Stansfield*. The action was against a county court judge for slander. Plea.—That the alleged slander was spoken by the defendant, as county court judge in his judicial capacity, while hearing and trying a cause in which the now plaintiff was defendant, the hearing and determination of which cause was within the jurisdiction of the defendant. Replication.—That the words were spoken falsely and maliciously, and without reasonable or probable or justifiable cause, and not *bonâ fide* in the discharge of the defendant's duty as judge, and that the words were immaterial, irrelevant, and impertinent. There was a demurrer to this replication, and the Court held the replication bad, although it contained "all the circumstances of aggravation which the ingenuity of a special pleader could devise." It wil be seen that this case goes a very long way, although perhaps it does nothing more than clearly recognise and apply a principle that has long been acted upon. It would obviously be very inconvenient that a judge should be liable to actions for words uttered by him in the course of his judicial duties; and this decision shows that a judge is absolutely protected from liability to an action, even although the words should be spoken under such aggravated circumstances as those alleged in the replication in *Scott* v. *Stansfield*.

Of course this only applies to the remedy by action. A judge is always amenable to criminal proceedings for misconduct in his office. We noticed a short time ago (*ante* p. 784) the order in council for the removal of the late Chief Justice of British Guiana. One of the charges brought against him was "using on the bench offensive, intemperate, and calumnious remarks with reference to influential inhabitants of the colony who were not before the Court or represented by counsel therein." It is probable that no action for slander could have been maintained under these circumstances, but that has not prevented the application of another and more fitting remedy.

Lateral Support of Land—Support for Sewer.

The Metropolitan Board of Works v. *The Metropolitan Railway Company*, C.P., 16 W. R. 1117.

A landowner is entitled to the lateral support of adjacent land, and if this support be withdrawn and his land in consequence sinks, he will be entitled to maintain an action against the person so excavating the adjoining land. This right, however, only extends to the land in its natural state while unencumbered with buildings. If a landowner burden his land with buildings he does not thereby deprive the adjoining owner of any rights which he before possessed. Such adjoining owner can therefore excavate in precisely the same way as he might have done before the erection of the buildings—*i. e.*, he may excavate as much as he pleases, so long as he leaves a support which would be sufficient for his neighbour's land if it were in its natural state. If such excavation causes the buildings to fall, their owner can maintain no action, as no right vested in him has been infringed. If, however, the buildings stand there for twenty years their owner acquires an easement for their support, and can maintain an action for an excavation which may cause them to fall, as his easement would be thereby disturbed.

In *The Metropolitan Board of Works* v. *The Metropolitan Railway* the question arose, how far these principles were applicable where the defendants, in the course of excavating for the construction of their railway, caused a sewer of the plaintiffs, not twenty years old, to burst by the removal of the earth supporting it. There was no negligence in the mode of excavating, and the question was simply whether the plaintiffs were entitled to lateral support for their sewer.

The majority of the court (M. Smith, J., dissenting) held that the plaintiffs could not maintain any action as they were not entitled to any support for the sewer. The rights of the plaintiffs did not depend upon the general principles of the common law alone, but also on the wording of their statutes (11 & 12 Vict. c. 112, and 18 & 19 Vict. c. 120). It was admitted that the plaintiffs had acquired no right to the support of the adjoining land by user, purchase, grant, or by express enactment, but it was contended that such a right was impliedly given by the provisions of their statutes. The majority of the Court, however, say that the plaintiffs under their Acts "may if they think fit construct new works in such a manner as to require no additional support from the adjoining lands, and in the case of this railway company" (the defendants) "they had also the most ample power of protection, inasmuch as no works which might affect the sewer could be executed without their previous consent," by section 104 of the Metropolitan Railway Act, 1854. They thought, therefore, that "under these circumstances it can scarcely be said that a right to support from adjoining lands, whether of the railway company or private owners, was absolutely necessary for their works, or that it must necessarily be supplied in cases where the board do not think fit to acquire it by purchase."

M. Smith, J., thought that the plaintiffs could maintain an action on the ground that the Legislature had by necessary implication granted to them a right of support. He says, "if a grant is made of land for the purpose of

building a house or a railway upon it such grant carries with it by implication the right of reasonable and necessary support for the railway or house from the subjacent or adjacent lands of the grantor" (*Caledonian Railway Company* v. *Ogilvie*, 2 Macq. H. L. 229); "now it must have been known to Parliament that these sewers could be neither made nor stand without the support of the subjacent and adjacent lands, and it seems to me it follows as a necessary presumption that in giving the right to make the sewers it must have been intended to give a right of support." The reasoning of M. Smith, J., is strong, but of course is overruled by the opinion of the majority of the court.

This is an important decision for the Metropolitan Board of Works, whose sewers are always liable to be affected by excavations in adjacent land, but it does not lay down or apply any general rule of law as the judgments turn almost entirely upon the provisions under which the board obtain and hold their sewers. The judgment of the majority, it is to be observed, goes rather further than is absolutely necessary for the decision of the point before them, which was whether the defendants were liable to an action. This judgment says that even private persons would not be liable under similar circumstances although they could not set up the defence that was available to the railway company, viz., that by section 104 of the Metropolitan Railway Act, 1854, no works could be executed by the company without the previous consent of the board.

REVIEWS.

The Law Magazine and Law Review. August, 1868. London: Butterworths.

The Law Magazine and Review of the current quarter contains, as usual, some interesting articles. The first and longest is a biography of Lord Brougham, written evidently by a person well acquainted with the literary, legal, and Parliamentary career of the great man whom we have so lately lost. The pleasure of reading this biography, which, in point of fact, is really a good *résumé* of Lord Brougham's career, is unhappily marred by the slipshod style in which it is penned. In spite, however, of this, the substance placed before the reader is so interestingthat we have perused the article with much satisfaction. When the autobiography which Lord Brougham hoped to have seen published before he died makes its appearance we shall be placed in possession of the full facts of one of the most valuable and interesting lives on record; until then, the article we are now noticing furnishes a very good account of the principal landmarks in Lord Brougham's career. A second article is devoted to "The prospects of a digest," embodying a criticism of the "specimen digests" lately approved by the Digest of Law Commissioners, and of Mr. Reilly's paper, read before the Law Amendment Society, with the writer's reasons for disapproving of the preparation of specimen digests as a preliminary to further action in the matter. The writer likens this to commencing the construction of a temple by constructing three separate rooms, specimen rooms, before even the outline of the temple has been sketched, or a determination come to whether there are to be two temples (law and equity) or one. He urges, too, that unless the existing divisions of English law are abandoned, and fresh classifications adopted, together with "scientific analysis," the needful condensation and simplification of the law is hopeless.

As Mr. Austin has said (quoted by the writer in the *Law Magazine*) "the law can never be so condensed and simplified that any considerable portion of the community can know the whole or much of it; it may be so much so that lawyers may know it, and inform non-lawyers clearly as to their legal position. It may, too, be so arranged that each of the different classes may know something of that part which most concerns them." This, however, must be qualified by the consideration that, while the special laws relating to several great branches of our commercial system—*e. g.*, bankruptcy and joint-stock concerns—are, as they are at present, merely tentative, the simplification *quoad* these branches seems almost hopeless. Sooner or later, however, there will be a grand purging and sifting of our law. It may not be in our time, but it will be. But before this is done, or attempted, the law as it now is should be "digested." Without the guidance which a digest, upon whatever plan constructed, would give, it would be rash to undertake the great task of re-modelling and simplifying. The digest should therefore, we think, be a digest of the law as it is and as it has been regarded, preserving the existing divisions. When once it has been framed, those whom the Legislature shall appoint to remodel the law will be able to see what it is they have to deal with. The ulterior simplification of the law and the preliminary "digest" are separate aims, which must not be confused.

The third article in the *Law Magazine* is entitled "The Lord Chief Justice and Mr. Justice Blackburn," and is an article which, in our view, had better have been omitted. The subject is a disagreeable one, and the origin of the occurrence alluded to having been fully explained, bye-gones had better have been bye-gones. An article on "The Judicial Committee of the Privy Council" is very interesting; so also, though rather vague, is another entitled, "Can a person holding a judicial office sit in the House of Commons?" There is also, of course, an article on the "Union of Church and State," the writer of which thinks "that for the Imperial Parliament to enact that the Irish Church shall entirely cease is *ultra vires*."

The Law of Mortgage and other Securities upon Property. By William Richard Fisher, of Lincolns-inn, Barrister-at-law. Second Edition. Two vols. London: Butterworths. 1868.

The first edition of this work treated of "those parts of the law of mortgages which embrace the equitable remedies of mortgagors and mortgagees, and the principles upon which the priorities of the latter among themselves are ascertained." It is now converted into "a treatise upon securities affecting property," and the author states that his object has been to explain "the nature of the different kinds of securities, the rights and equities which they create, and the manner of and circumstances attending their discharge." In his opinion these various securities, from "their diversity of origin, their separate and gradual adaptation to the convenience of borrowers and lenders, and the exigencies of commerce, and from the nature of the different kinds of property which they affect, probably embrace a greater variety of learning than any other single branch of the English law" (see preface).

As the subject matter of the treatise has been so extended, it is scarcely surprising that the work has swollen from a moderately sized volume in the first edition, to two closely printed octavo volumes, comprising (with appendix and index) nearly 1,200 pages in the second. But though the work has become so much larger it cannot be said to be prolix; on the contrary, the author's conclusions are laid down clearly and concisely, and are not overloaded with lengthy statements of cases. The book is divided into paragraphs, which are numbered, and this course affords, when incidental mention is made of any question, a ready means of reference to the more full discussion of the same subject in another part of the work.

We may notice as matters which are discussed—mortgages of ships and freights; liens (chap. 2), including liens by judgment and other statutory liens; liens which do not depend on possession—for instance, liens for expenditure, and those which do depend on possession, whether general or specific; the right to the custody and production of title deeds (chapter 5); the appointment, duties, powers, and liabilities of receivers in cases of mortgage, a subject which is very fully discussed in chap. 6, part 3; priorities and notice of incumbrances, including tacking and the consolidation of mortgages (chaps. 8 and 9); stoppage *in transitu* (chap. 11); and taking accounts (chap. 12). The work, of course, treats of—among other recent statutes—Locke King's Acts, 17 & 18 Vict. c. 113, 30 & 31 Vict. c. 69; those relating to judgments, 23 & 24 Vict. c. 115, and 27 & 28 Vict. c. 112; * and Cranworth's Act, 23 & 24 Vict. c. 145, the Trustees and Mortgagees Act.† In fine, the

* Speaking of this Act, the author observes (par. 139)—"The execution will not under this Act have the effect upon such real estate as the debtor had *power to appoint* for his own benefit, which was given to a judgment by 1 & 2 Vict. c. 110, nor upon such as the debtor has alienated before execution by a voluntary conveyance."

† Noticed in the Index to Statutes, under the heading "Trustees and Executors."

work has evidently been prepared with great care, and cites the later authorities accurately.

Of course, in a work devoted to subjects so varied and complex there must occur statements which may be open to criticism. Thus we may notice par. 937, where, speaking of Cranworth's Act, the author observes:—"The Act also vests the property sold in the purchaser for all the estate and interest therein which the creator of the charge had power to dispose of. Hence a mortgagee who has deliberately accepted a mortgage for a term may, by the statute, effect a sale of the fee." This statement may be open to question; indeed, it is believed that counsel of eminence hold the opinion that the power of sale given by the Act only extends to the interest mortgaged or charged, and not to *such estate and interest in the property* (which is the subject of the mortgage or charge) *as the creator of the mortgage or charge had power to dispose of.*

Again, in contrasting the principles on which cases of tacking and consolidating mortgages are decided, the author observes (par. 1239), "To the one" (tacking) "notice at the time of the advance is fatal;" (1212) "in the other" (consolidation) "the right belongs to a mortgagee who has taken several securities from the same mortgagor, and who therefore of necessity has notice of the first mortgage when he takes the second." Now, no doubt, if a *third* mortgagee have advanced money with notice of the *second*, and have afterwards bought in the *first*, he cannot hold as against the *second* after the first has been paid (par. 1212); but, so that the *third* had not at the time of his advance notice of the second, is it important whether he (the third) had or had not notice of the first to which he claims to tack? In *Vint* v. *Padget*, 6 W. R. 641, 2 D. & J. 611, the mortgagees of the Calverly and Eccleshill estates, which were consolidated, were severally prior to the second mortgage of the Calverly property. In *Tassell* v. *Smith*, 6 W. R. 803, 2 D. & J. 713, Randall had mortgaged property in 1832 to trustees for the Kent Fire Insurance Company; in 1841 he mortgaged the same property to Seager & Co., and in 1847 gave them a security for further advances. Seager & Co. "knew of the prior mortgage of 1832; they did not, however, give any notice of their security to the prior mortgagees." In 1856 Randall, as surety, concurred in mortgaging other property to other trustees for the Kent Fire Insurance Company; "it did not appear that at this time the company had any notice of the mortgages of 1841 and 1847." The company was held entitled to consolidate the securities of 1832 and 1856 as against Seager & Co.; but the case might have had a totally different aspect if the company, at the time of taking their security in 1856, had had notice of Seager & Co.'s securities of 1841 and 1847; and in this point of view notice may be very material in cases of pure consolidation. We point out these passages as portions of the work in which we feel bound to question the author's conclusion, but we must not be understood as wishing to detract from the merits of Mr. Fisher's work, merits which the profession will not be slow to appreciate.

A second edition, by this author, of his former work on mortgages deserves additional interest from his having been the successful candidate selected by the Digest of Law Commissioners to prepare a specimen digest of the law on this subject. The "specimen digest" actually sent in by Mr. Fisher to the Commissioners is in part embodied in the introductory pages. The appendix contains forms of several decrees which we think are not to be found in Seton, and which may often be convenient for reference; it also contains notices of and extracts from various statutes relating to securities. The index is full, but might be improved by better arrangement. The last edition of Coote on Mortgages is dated so far back as 1850. The treatises on mortgages contained in Davidson and Prideaux, though very useful, are necessarily far from exhaustive; and the new edition of Mr. Fisher's work will be found very useful to the practitioner, and will supply a want that has long been felt.*

* We do not notice any reference to *Walmesley* v. *Butterworth* (see Coote on Mortgages, app. 572) and the class of cases relating to the effect of mortgages by tenants for life under settlements on their powers of leasing and sale. Reference may be made to the following late cases—on solicitor's lien, *Simmonds* v. *Great Eastern Railway Company*, 16 W. R. 1100, which does not seem to be noticed in Fisher (and see *Ross* v. *Laughton*, 1 Ves. & Bea. 349); on priority of incumbrances in choses in action from notice, *Lloyd* v. *Banks*, 16 W. R. 988, L. R. 3 Ch. App. 488; *Ex parte Agra Bank, Re Worcester*, L. R. 3 Ch. App. 555; *Re Carew's Estate*, 16 W. R. 1077 (where the Master of the Rolls held that incumbrancers of money, which was, in equity, real estate, rank according to priority of time, not according to priority of notice to the trustees); *Bell* v. *Blyth*, 16 W. R. 885, M.R (relating to mortgages of a ship and registration); *Berndtson* v. *Strang*, 15 W. R. 1168 (relating to stoppage *in transitu*). The decree in the latter suit underwent an important alteration upon the appeal, 16 W. R. 1025, since the publication of Mr. Fisher's second edition.

COURTS.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner Winslow.)

Aug. 11.—*In re Thomas Waters.*

The bankrupt, who was a solicitor of Winchester, applied to pass his examination, and for an order of discharge. He came before the Court on his own petition, attributing his failure to "bad debts, and the high rate of interest charged on loans, and liabilities incurred on account of other persons." The statement of affairs filed by the bankrupt disclosed debts of £37,040, with property given up to assigneess, £2,000, and property in the hands of creditors, £7,868, leaving a deficiency upon the figures of £16,712.

Reed, for Mr Hollis, a solicitor at Winchester, by whom a criminal charge had been unsuccessfuly preferred against the bankrupt, asked that the bankrupt should file an account of his cash transactions, and an account showing how the deficiency of £16,712 had arisen.

Treherne, for a creditor, concurred.

Bagley, for the bankrupt.

The Commissioner said the only difficulty in the case was that the application for further accounts seemed to arise more out of the proceedings taken by Mr. Hollis than from any hope of increasing the assets of the estate. However, as other creditors concurred in asking for additional accounts, the bankrupt must render them.

Adjourned accordingly.

COUNTY COURTS.

Burnley.

(Before W. T. S. Daniel, Esq., Q.C., Judge.)

Aug. 7.—*Ex parte Lord; Re Boothman.*

Reasonable expectation of being able to pay.

In this case the order of discharge was opposed by one of the creditors on the ground that under the 157th section of the Bankruptcy Act, 1861, the bankrupt had contracted the debt without having a reasonable expectation of being able to pay it. The debt, as proved, was for £18 12s. 6d., and was contracted on the 17th of April, 1868. The application for adjudication was on the 21st May, and the adjudication on the 4th June. On the 4th of May the bankrupt's goods were seized under execution, on judgment in that court, and the proceeds, £46 8s. 3d., had been paid into court in the bankruptcy. The debts were £214 6s. 11d. There was no other property except a sum of £8 2s. 6d. for book debts, of which only a very small portion was good. On his examination before the judge the bankrupt stated that the opposing creditor pressed him to give an order; that he was at first unwilling, but consented on the creditor agreeing to extend the usual period of credit from one month to three months. At the time the bankrupt had a number of judgments against him in that court, under which he was making payments amounting to £11 per month, and he had also been threatened with summonses from other creditors. He owed £18 4s. for rent, and his other debts at the time amounted to £150. His profits during the six months preceding his bankruptcy from his business amounted to £13, and during the same period he received a like sum of £13 from the earnings of his children. He did not mention to the opposing creditor the embarrassed state of his affairs. The goods supplied were sold under the execution, and the proceeds of them formed part of the £46 8s. 3d.

Mr. Daniel was satisfied that the bankrupt was at the time insolvent, and that, as a prudent trader, he ought not to have contracted the debt; but, at the time, he had no reason to know or suspect that the judgment creditors would issue execution, and the bankrupt stated he hoped to have been able to continue carrying on his business, and out of the proceeds to have paid this debt when the credit

expired. He could not say that, under these circumstances, the bankrupt could not, when he contracted this debt, have had any reasonable or probable ground of expectation of being able to pay it.

The case stood over that he might refer to some recent decisions of the Court of Appeal in Bankruptcy upon the subject.

Mr. DANIEL now gave judgment. He referred to *Re Marks*, L. R., 1 Ch. App. 334. In that case the bankrupt, in 1864, was insolvent by £197. In June, 1865, he went to the opposing creditor and obtained goods to the amount of £22, representing himself to be able to pay twenty shillings in the pound. In February, 1865, he sold these goods by auction for £7 17s. Between September, 1864, and March, 1865, he obtained goods to the amount of £673, and sold goods to the amount of £520, at little or no profit. In March, being pressed for money, he became bankrupt. His debts were £741, and no available assets. The commissioner, under the 157th section, ordered the bankrupt to be imprisoned six months, and suspended his order of discharge for twelve months. On appeal, the Lord Chancellor (Lord Cranworth) held that the commissioner had no power both to imprison and suspend the order of discharge, and the order must be discharged; but instead of sending it back to the commissioner, his Lordship decided to hear the case, and make such order under the circumstances as should appear to be proper. Upon the hearing his Lordship held that the only offence relied upon to convict, was that at the time when he contracted the debt in question the bankrupt could not have had any reasonable or probable ground of expectation of being able to pay the same, but he might have had means of paying the debt in question. He had been for some time going on very badly and recklessly, but he saw nothing, his Lordship said, to lead him to suppose that he might not think he should be able to sell the goods so as to be able to pay for them. He had no doubt been dealing in a very improper manner, and had misled his creditors by stating that he could pay twenty shillings in the pound, but he could judge from that that he had no expectation of paying this debt." The order was discharged, and the bankrupt was allowed the costs of the appeal. In *Ex parte Bayley, Re Answorth*, 16 W. R. 292, the bankrupt, in November, 1864, was insolvent to the extent of £4,000. They continued trading without stock-taking till June, 1867, when they found the deficiency had increased to £14,000. They had been losing at the rate of £3,000 a year. In January, 1867, they were insolvent to the extent of £10,000, and many debts had been contracted since the commissioner had suspended the order of discharge for three months with protection. The assignees appointed insisted that the sentence should have been more severe. There was no appeal against the order to the Lords Justices by the bankrupt. Upon the appeal, Lord Cairns, L.J., was disposed to treat the case as not being an offence according to the statute. He said, "The only question before us is whether the bankrupts have brought themselves within the 157th section of the Act of 1861, by contracting debts without reasonable ground of expectation of being able to pay. That section was a penal one, and a bankrupt can be brought within it only by averments and proofs as precise as would be required in a criminal proceeding. Now when a manufacturer bought goods to a reasonable amount for the purpose of his manufacture, he could not say that because he was insolvent at the time he must have bought them without any reasonable expectation of being able to pay for the things. These bankrupts might not unreasonably entertain the idea that they should be able to pay for the things they bought, and by the use of them make a profit which would by degrees pay off this old debt. This was very like the case of *Re Marks*, from which he would be slow to depart, even if he did not agree with the principle." These authorities were conclusive as to the case before them. The order of discharge, therefore, would be granted, as of the date of the last court.

ORMSKIRK.

(Before Serjeant WHEELER, Judge.)

Aug. 8.—*Platt* v. *Bentley.*

Misrepresentation in an auctioneer's catalogue.

Plaintiff, an auctioneer, of Southport, sued the defendant for the price of a hogshead of wine, knocked down to defendant's wife at a sale at Southport. In the catalogue of sale it was announced that "a hogshead of wine containing fifteen dozens" would be offered. At the commencement of the sale, the plaintiff stated that he would not guarantee quantities, but it could not be shown that this was said in the presence of Mrs. Bentley, who was declared to be the purchaser. The plaintiff swore that she did not repudiate the bargain on the day of the sale, although she now repudiated it.

Sergeant WHEELER said there was no doubt that the statement in the printed catalogue was *primâ facie* the basis of the contract between the parties. That contract admitted of variation, but the variation must be clear and distinct, and so made as to be within the knowledge of the parties at the time the lot was sold. Auctioneers should be exceedingly particular in their printed catalogues, and although it would be hard to hold them to the letter of them, it would be harder to the public if there were not some degree of faith to be attached to them. It was quite clear an auctioneer must be held responsible for his catalogue, and if he sought to fix a purchaser upon terms different from the catalogue, the evidence must be clear that the difference was brought home to the mind of the purchaser when he made his bid. As it was not proved that that had been done in this case, the verdict must be for the defendant, with costs.

CHERTSEY.

(Before H. J. STONOR, Esq., Judge.)

Aug. 5.—*Sir Robert Gyll* v. *Squire.*

Costs

The 15th section of the County Courts Act, 1867, *and the scale of costs made thereunder, override the provision of the 91st section of the County Courts Act*, 1849, *that the expense of employing a barrister or attorney shall not be allowed on taxation in the case of a plaintiff where less than £5 is recovered, and in the case of a defendant where less than £5 is claimed.*

Held, therefore, in a case in which the title to land was in question, and in which the jury had awarded £2, that the Court had power to allow the plaintiff his costs of counsel and attorney upon the scale made under the 15th section of the County Courts Act, 1867.

In this case the plaintiff claimed £35 damages for several trespasses committed by the defendant's servants—first, by digging out a ditch and removing and appropriating the soil itself; secondly, by diverting a watercourse; and thirdly, by cutting the branches of a tree belonging to the plaintiff overhanging defendant's land. The case, as to the second and third trespasses, was abandoned at the hearing.

The jury, at the hearing of the case, found for the plaintiff, with 40s. damages. The case was then adjourned for his Honour's decision as to costs.

Foard, for the plaintiff; Mr. Harries, for the defendant.

Mr. STONOR, in giving judgment, said—The case for the jury as to the first trespass stood thus:—The plaintiff proved the removal and appropriation of the soil in the ditch by the defendant's servants, and the plaintiff's property in the ditch under a lease, which the defendant had given him notice to produce, but the production of which was subsequently waived. The defendant's advocate, however, cross-examined the plaintiff as to his having become bankrupt since the execution of the lease, which he admitted: and as to his interest in the lease having been accepted by his assignees, which he denied. The defendant's advocate then opened his case by stating that he should prove that the ditch was not the property of the plaintiff, and that it was a public watercourse, which the surveyor of highways, and also the defendant, had a right to clear. The evidence produced by the defendant failed in shaking the plaintiff's title to the ditch, and proved that there was a public watercourse through the lower portion but not through the upper portion of it; and therefore, in respect of the latter portion, and also indeed of the appropriation of the soil removed throughout, it was clear that a trespass had been committed. The jury found a verdict for the plaintiff, with 40s. damages. Considering that there was no direct evidence of the value of the soil appropriated by the defendant, the amount was perhaps reasonably sufficient to cover the pecuniary loss sustained by the plaintiff, but as it appeared that the defendant's servants had committed this trespass knowingly and purposely, without any previous communication with the plaintiff, it would certainly have been competent to the jury to have given some additional

compensation to the plaintiff for the wilful invasion of his proprietary rights.

After the verdict application was made to the Court for costs on the scale framed under the 15th section of the County Courts Act, 1867, with reference to proceedings in actions of ejectment or affecting title authorised to be taken under the 11th and 12th sections of that Act; and I then intimated my intention to allow costs on that scale if I had the power, and reserved my judgment on that point, which is one of novelty and difficulty.

The first point to be considered is whether this case falls within the 12th section of the County Courts Act, 1867, "which gives this Court jurisdiction where the title to any corporeal or incorporeal hereditaments shall come in question, and where neither the value nor rent of the lands, tenements, or hereditaments in dispute shall exceed £20 by the year." Now, I cannot feel a doubt that in the present case the title to the ditch did come in question. The attempt made by the defendant to shake the plaintiff's title by cross-examination, and also by adducing contradictory evidence (which was partially successful), must be held to have put the plaintiff's title in question. The defendant, in fact, availed himself of the opportunity afforded him of disputing the plaintiff's title, and he cannot now be heard to argue that the title was not in question. It appears to me that it would be a very great benefit to suitors if the defendant was empowered and perhaps required to elect five days before the hearing of any plaint where the title to real estate may be involved whether or not he will exercise his right to question the plaintiff's title. At present a defendant may rest passive till the hearing, and perhaps even till the plaintiff has fully proved his title, and then say, I do not dispute it, and the title not being in question, the plaintiff would apparently not be entitled to his costs on the scale framed under the 15th section. For the costs provided by that section can be allowed only in "proceedings authorised to be taken by the 11th and 12th sections," and which otherwise could not be heard without the consent of the parties, and an action of trespass could certainly have been heard independently of those sections under the former Acts without such consent, although the plaintiff, to prove his possession fully, showed his title at the hearing, unless the defendant then brought the title into question by disputing it. In the present case, however, as I have already said, the defendant has clearly put the plaintiff's title in question.

The plaintiff has also deposed in support of the averment contained in the plaint that the land in question is under the value mentioned in the 12th section, and as no contradictory evidence was tendered, the case therefore comes within that section, and I have accordingly the power to allow the costs provided by the scale framed under the 15th section, unless the jury having found a verdict for less damages than £5 precludes me from allowing such costs or any part of them under the 91st section of the County Courts Act, 1846, which is the second question for me to consider. That section enacts, amongst other provisions, "that the expense of employing a barrister or an attorney, either by plaintiff or defendant, shall not be allowed on taxation of costs in the case of a plaintiff where less than £5 is recovered, or in case of a defendant where less than £5 is claimed." And the County Courts Act, 1867, and all the previous County Court Acts, are by the last-mentioned Act (section 34) "to be construed together as one Act." There can, therefore, be no doubt that unless the 15th section of the Act of 1867, empowering the judges to frame a scale of fees for the "proceedings therein authorised to be taken," and the scale of fees made thereunder override and *pro tanto* nullify the operation of the 91st section of the Act of 1846 as to cases falling within the 15th section, the provision I have read being general and unqualified in its terms, must govern the present and similar cases.

For the present purpose I am bound to look at this provision in the same manner as if it were inserted in the Act of 1867 itself, and for the purpose of pointing the argument in a section immediately preceding the 15th section, and looking at it in this light it does seem at first very difficult to say that it does not operate in curtailing the power of the judge to allow the costs of barristers or attorneys under the scale contemplated by the 15th section. The literal construction is clearly in favour of such operation, and the only question is, whether the general intention of the Legislature, to be gathered from other circumstances, controls the literal construction. On the whole, for the reasons I am about to mention, I think that this is the case, and that the 15th section of the County Courts Act, 1867, must be held not to be subject to, but to override, the provision contained in the 91st section of the County Courts Act, 1846.

For on examination I think it will be found that serious contradictions, absurd conclusions, and unjust consequences must follow from allowing the 91st section to control the 15th section as suggested, and that it must, therefore, be inferred that such was not the intention of the Legislature. The first consideration that occurs to me is this. By the scale the same costs are provided for cases in ejectment (where there are no damages at all) and in cases where the title is incidentally in question, as trespass, &c. (where there are damages), and the reason of the costs being the same is obvious—viz., that the expense of proving title is the same in both cases. Now if the 91st section applies to the scale you must either say that as there are no damages in ejectment cases, the plaintiff and defendant can never recover the expense of employing a barrister or solicitor (which would nullify the scale altogether as to ejectment), or you must say, what no doubt is the case, that the plaintiff or defendant in ejectment can always (in the discretion of the judge) recover full costs, including the costs of employing a barrister or solicitor. But if that be so with regard to cases of ejectment, surely it ought to be the same in cases of trespass and all other cases where the title is at issue, and the same expense is necessarily incurred by the parties, and it may here be observed that the most important and difficult cases of trespass involving title are often and perhaps usually cases for nominal damages, and if it became known that nominal damages deprived the plaintiff of costs, juries would no doubt in such cases be inclined frequently to assess the damages at five pounds where five shillings would be sufficient. Again, in an earlier part of the same, 91st section (1846), an invariable limit of £1 3s. 6d. for a barrister's fee and 15s. for a solicitor's fee is imposed, that is plainly contradictory to the new scale under the 15th section (1867), in which much higher fees are allowed in cases of ejectment and of title. In this respect there can be no doubt that the new scale of fees must override and nullify the 91st section (as the 33rd section of the County Courts Act, 1856, 19th and 20th Vict., and the scale thereunder also did), and this appears to me a strong argument in favour of the section operating in the same manner in other respects, and perhaps it would not be too much to say that wherever there is a special scale of fees authorised by any of the Acts, the general provisions of the Act of 1846 as to fees do not apply. With regard to the scale itself, it will be observed that it contains three columns; the first relates to actions or contracts above £20; the second to actions on tort above £20, which are both framed under the County Courts Act, 1856, and which supersede the former scale under the 33rd section of the Act just referred to; and the third to actions of ejectment and relating to title under the County Courts Act, 1867, as to which no limit is given. It is clear, therefore, that the framers of that scale, which has a statutory force under the 15th section, but is, of course, subject to all statutory provisions affecting it, intended to authorise these costs in all cases under the 11th and 12th sections, without reference to the existence or to the amount of damages. Again, if you examine the scale, there are some items which relate to the employment of a barrister, or solicitor, some of which are wholly independent of it, and some as to which it is perhaps doubtful whether they relate to such employment or not. If the Legislature intended the 91st section (1846) to apply to the 15th section (1867), and the scale of fees thereunder, some special provision ought to have been made either in the section or in the scale as to the costs to be affected by it. The items in the scale as to the preparation and argument of special cases are also wholly inconsistent with the limitations as to fees to barristers and solicitors contained in the 91st section. Another very strong ground for negativing entirely the operation of the 91st section as to costs under the scale in question is the great hardship which would befal a defendant who was sued in trespass for less (perhaps designedly) than £5—say £4 19s.—and who after successfully proving an adverse title at great expense, and thereby justifying the alleged trespass, would get no costs, or, at all events, no costs of employing a barrister or solicitor. On the whole, considering the manifest contradictions and absurdities which would arise from applying the provision in question to the new scale, and the great injustice which

would thereby result to plaintiffs and defendants in the new jurisdiction over real property conferred on county courts, I am of opinion that this provision ought not to be so applied, and that it is overriden and *pro tanto* repealed by the 15th section of the Act of 1867, and the scale made thereunder; and that it does not therefore prevent me from giving the plaintiff in this case his full costs, including the costs of employing a barrister and solicitor, and the registrar will be so good as to tax the costs of the plaintiff accordingly.

GENERAL CORRESPONDENCE.

Costs.

SIR,—One of your correspondents, "A Solicitor," requests, in your number of the 1st inst. the opinion of your readers upon some questions relating to costs, and specially appeals to our Mr. Kain in a very complimentary manner for an answer to his letter.

His case, stated shortly, is this:—He is the solicitor in an administration suit in chancery for the plaintiffs, who are also trustees for sale, and as such solicitor he has the conduct of the sale of some property which is mortgaged. He has been furnished by the mortgagee's solicitor with some heavy abstracts of title which he has to carry into chambers; and he has been told, we presume in chambers, that he will not be allowed before carrying them in to peruse them or examine them with the deeds (both which he thinks he ought to do) at the cost of the estate.

Now, these two points as to the perusal and the examination with the deeds are quite distinct, and depend on very different considerations. We will consider the examination question first, as it is most easily disposed of.

We conceive that in this matter it makes no difference whether the sale be under the direction of the Court of Chancery or not; and your correspondent will hardly contend that if he were concerned for a private vendor, and supplied with an abstract by a mortgagee, he would, in the ordinary course of practice, examine the deeds before delivering the abstract to the purchaser's solicitor, upon whom, according to our experience, that duty exclusively devolves. Your correspondent asks "who is responsible if the abstract be incorrect or defective?" We answer that, in our opinion, *he, at all events, is not*, either pecuniarily or professionally.

The *ordinary* errors of an abstract involve no pecuniary responsibility; the duty of correcting them is cast upon the purchaser's solicitor. But if the abstract were fraudulently defective, or so inaccurate as to imply gross negligence, and damage resulted, the responsibility, in our judgment, must fall on the mortgagee's solicitor who prepared it and was paid for it; nor could he, in our opinion, claim exemption from the responsibility on the ground that he need not have furnished the abstract unless he had been so disposed. We are obliged, therefore, to differ from "A Solicitor," and conceive that no examination of the abstract with the deeds by him was necessary.

And now as to the perusal of the abstracts. Your correspondent urges that he ought to do this previously to bringing them into chambers, on two grounds:—

1st. To enable him at the sale to answer any queries which may be put to him as to the estate and title.

2nd. To enable him to answer the purchaser's requisitions on the title.

1. Upon the first ground we venture, with great deference to your correspondent, to suggest that he has mistaken the object for which he attends the sale. The abstracts will, as he is aware, be submitted, previously to the sale, to one of the conveyancing counsel of the court, by whom such conditions of sale as the title requires will be prepared—these are printed and circulated, and form the only basis of the contract of sale. We apprehend, therefore, that it is no part of the duty of the vendor's solicitor to enter upon questions of title in the sale-room, and should any such question be asked, his duty would be simply to refer the querist to the printed conditions. He attends the sale to see that the proceedings are carried on conformably with the directions of the Court, and a previous perusal of the abstract is not necessary to enable him to do this.

2. Upon the second ground we differ from your correspondent only in the matter of time and degree. Beyond all doubt he cannot answer the purchaser's requisitions without reference to the abstracts; but it is not necessary for him to peruse the abstracts until the requisitions are delivered, nor even then to peruse more than those parts to which the requisitions apply. We agree, however, that this may involve the perusal of the greater part of the abstracts; and that he ought to be liberally allowed for it, if he is called upon to do it, for it is always a responsible, and often a difficult task. But the Court practises a severe economy in these conveyancing matters, as your correspondent will see if he will refer to the case of *Rumsey* v. *Rumsey*, 21 Beav. 40, where the Court refused to allow the vendor's solicitor to re-copy an abstract upon which counsel had made remarks not proper to be communicated to the other side, and actually ordered the annotated sheets to be detached, and those only to be re-copied. And we greatly fear that in his anticipations of fees consequent upon the requisitions, your correspondent is doomed to be disappointed, for if any conveyancing points be raised by the purchaser, the requisitions and abstracts will probably be referred again to the conveyancing counsel, and then your correspondent's duty and costs will be limited to making the searches and getting up the evidence in conformity with that counsel's directions, and he will be told by authority that this requires little more than a mere reference to the abstract, and no consideration of the title. In other words, he will be relieved from responsibility, but will, of course, lose the greater part of the anticipated profits.

We should have been only too happy if we could have given a more favourable reply to your correspondent's interesting and intelligent letter.

KAIN, SPARROW, WITT, & Co.,
69, Chancery-lane, W.C. Law Accountants.
10th August, 1868.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

SUPREME COURT OF INDIANA.

Indianapolis and Cincinnati Railroad v. *Rutherford.*

It is negligence for a passenger in a railroad car to allow his arm to project out of the window, and if he receive injury from such position, he cannot recover.

The railroad company is not bound to put bars across its windows to prevent passengers from putting their limbs out.

Appeal from Morgan Circuit Court.

Suit was brought by Rutherford against the company for injury done him, whereby his arm was broken, the elbow being projected at the time out of the car window. The train in passing on a side track, was compelled to run close to a water tank, and against one of the heavy timbers of this his arm struck, causing the injury. In the court below the plaintiff obtained a verdict for 700 dols.

On the appeal, the opinion of the Court was delivered by FRASER, J.—The judgment cannot stand. Nothing is better settled than that in such a case, if the plaintiff's negligence has directly contributed to the injury, he cannot recover. A passenger is as much bound to use reasonable care to avoid injury, as the carrier is to use the greatest degree of skill and care to save the passengers from harm. Nor does the duty of the carrier extend to the imprisonment of the passenger, so as to prevent the latter, by his recklessness or folly, from voluntarily exposing himself to needless peril. Though a passenger, he is nevertheless a free man. Railway coaches are provided with windows to promote the health of passengers, by affording light and ventilation, and that the tedium of a journey may be relieved in some degree, and its pleasures enhanced, by viewing the objects along the route. The place for the passenger is inside, not outside of the coach, and this is well known to every body who ever saw a railway coach. The carrier is no more bound to barricade the windows to prevent passengers from extending their limbs outside than he is to lock the doors to prevent them from going from car to car when the train is in motion, and thus voluntarily subjecting themselves to the dangers obviously incident to that act of recklessness. The same reason which would require the one thing would also require the other; nay,—it is not easy to see why it would not require that the passenger should be so restrained of his liberty in every respect that he could not by any act of his own put himself in unnecessary danger. Such a power in railroad officials must exist if the duty to exercise it exist. The obligation to answer in damages cannot be separated

from the authority to do what is necessary to avoid liability. The law recognises no such duty as resting upon carriers of passengers, nor have they any authority to exercise such unreasonable and annoying power over those whom they carry. Their passengers are not their slaves, nor are the latter absolved from the duty of using ordinary care for their own safety. Unwarranted, officious, and insulting interference with the liberty of passengers by railroads had proceeded in this state to such a point that the legislature, at its last session, deemed it necessary to interfere, and impose severe penalties to prevent one form of the annoyance (Acts of 1867, p. 165).

The proposition put forth by the Court below for the guidance of the jury, that it is the duty of the carrier to barricade coach windows, &c., finds some sanction in the *New Jersey Railroad Co.* v. *Kennard*, 21 Penn. S. R. 203; but it is so entirely at variance with the weight of authority, and with elementary principles, that we cannot recognize it as good law. *Holbrook* v. *Schenectady Railroad Co.*, 12 N. Y. 236, is also relied upon by the appellee as sustaining the Court, but in our opinion that case is very far from it. There was a controverted question whether the plaintiff's arm was inside or outside of the car when the injury occurred. The Court below had charged the jury that the railroad company only contracted to carry the passenger safely provided she kept within the cars—that it was for the jury to say whether her elbow was out of the cars at the time it was injured; and if it was, then it was a fact from which they might infer want of ordinary care on her part. The defendant had moved the Court to instruct that if the jury found that the plaintiff's arm was outside the window when the injury was received, it was an act of negligence, and she could not recover. The chief question in the Appellate Court was whether the refusal of this instruction was error. That it was a correct statement of the law was not questioned in the Court of Appeals, either in the argument or in the opinion of the Court. Indeed, the opinion is quite to the contrary; but there was held to have been no error in its refusal, for the sole reason that the lower Court had charged the jury substantially in accordance with the request, and was right in declining to repeat it.

It cannot be necessary to cite authorities in support of the views upon this subject already announced in this opinion We content ourselves with a reference to *Todd* v. *The Old Colony Railroad Co.*, 3 Allen, 18, and the *Catawissa Railroad Co.* v. *Armstrong*, 49 Penn. S. R. 186, for a clear and forcible statement of the law upon the subject as it long been settled.

Judgment reversed, with costs. Cause remanded for new trial.

Note.—In *Pittsburgh and Connellsville Railroad Co.* v. *M'Clurg*, *ante*, the Supreme Court of Pennsylvania having occasion to consider the same point, came to the same view of the law as the Court in the preceding case, and expressly overruled the case of *New Jersey Railroad Co.* v. *Kennard*, 9 Harris, 203, which had decided differently.—*American Law Register.*

LAW STUDENTS' JOURNAL.

Preliminary Examination.

The Preliminary Examination in General Knowledge will take place on Wednesday the 10th and Thursday the 11th February, 1869, and will comprise:—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English Grammar.
4. Writing a short English composition.
5. Arithmetic—A competent knowledge of the first four rules, simple and compound.
6. Geography of Europe and of the British Isles.
7. History—Questions on English History.
8. Latin—Elementary knowledge of Latin.
9. 1. Latin. 2. Greek, Ancient or Modern. 3. French. 4. German. 5. Spanish. 6. Italian.

The Special Examiners have selected the following books, in which candidates will be examined in the subjects numbered 9 at the Examination on the 10th and 11th February 1869:—

In Latin . . . Livy, Book I., or Virgil, Æneid, Book I.
In Greek . . . Euripides, Hecuba.
In Modern Greek Βυντοῦς Ἱστορία τῆς Ἀμιριᾶς βιβλίον ζ.
In French . . . Voltaire, Histoire de Russie sous Pierre le Grand, or Moliere, Le Bourgois Gentilhomme.
In German . . . Göthe, Hermann und Dorothea, or Schiller, Der Neffe als Onkel.
In Spanish . . . Cervantes, Don Quixote, cap. xv. to xxx., both inclusive; or Moratin, El Si de las Ninas.
In Italian . . . Manzoni's I Promessi Sposi, cap. i. to viii., both inclusive, or Tasso's Gerusalemme, 4, 5, and 6 cantos; and Volpe's Eton Italian Grammar.

With reference to the subjects numbered 9, each candidate will be examined in one language only, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following Towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the Judges' Orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the examination, of the language in which they propose to be examined, the place at which they wish to be examined, and their age and place of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

On Saturday the chancery clerks concluded their labours until the end of October, with the exception of Mr. Marshall, at the Rolls, who will attend as chief clerk twice in each week during a portion of the vacation for the vacation business.

The Court of Appeal at Brussels, says a contemporary, has just decided that the death of the husband during the progress of a trial against his wife for adultery puts an end to the suit both as respects the woman and her paramour, and that the public prosecutor has nothing more to do in the matter. In France, the latest opinion given by the Court of Cassation was that the public prosecutor had a right to continue the suit in such a case.

The New Voters.—The publication of a list of voters at the next election for the borough of Shrewsbury enables us, says the *Times*, to ascertain how far the new Reform Bill has extended the franchise in this, an agricultural, borough. The Parliamentary register of last year shows a total number of 1,743 voters, but of these 387 were freemen, many of whom possess votes by a double qualification, and whose names appear twice over in the register, and 1,600 will be a more exact statement of the number of voters in the borough. This year the lists of the several parish overseers amount to 2,980, which, if we add 100 as a moderate estimate for lodgers who may yet claim their right to vote, shows an increase of nearly 100 per cent. upon the Parliamentary register of 1867.

Scotch Appeal Business, Session 1868.—The following is a list of all the Scotch appeals heard by the House of Lords during the present session, showing from which division of the Court the appeal was brought, the number of days argued, and the result of the appeal—whether affirmed, reversed, or varied. Where the case was varied, the decision was substantially affirmed:—

Name of Case.	From which Division.	No. of Days Argued.	Result.
Earl of Stirling v. Officers of State for Scotland	Second.	4	Affirmed.
Macfarlane v. Taylor	First.	2	Affirmed.
Campbell v. Earl of Dalhousie	First.	1	Varied.
Young v. Robertson	Second.	2	Varied.
University of Aberdeen v. Irvine of Drum	First.	4	Reversed.
Barslow v. Black	Second.	5	Varied.
Pattison v. Henderson	Second.	4	Affirmed.
Bell v. Bell	Second.	4	Reversed.
Mackintosh v. Arkley	Second.	1	Affirmed.
Maclaren v. Clyde Trustees	Second.	1	Affirmed.
Weir or Wilson v. Merry	First.	3	Affirmed.
Greig v. University of Edinburgh	Second.	2	Reversed.
Stuart v. McBarnet	First	6	Varied.
Fleming v. Howden	Second.	3	Reversed.
Carrick v. Miller	First.	2	Affirmed.
Carron Co. v. Hunter	First.	5	Reversed.

The Scotsman.

FRIENDLY SOCIETIES.

The following is a copy of the information, generally required by an actuary, for the purpose of valuing the assets and liabilities of a friendly society, furnished to the Registrar of Friendly Societies in England by Alexander Glen Finlaison, Esq., the Actuary of the National Debt, and has been in use by Mr. Finlaison and his late father for the last forty-five years.

Monies and securities in society's possession and in hands of officers at date of return .....
Arrears of contributions due from existing members.....

Total .... £

Claims on the society outstanding .....

Balance in favour of the society .... £

Where practicable, the balances of the sickness, pension, and burial funds, included in the above, should also be shown separately.

Age of Members in Classes at the date of Return.		No. of Members in each Class.	Contributions annually receivable by Society from Members in each Class			Benefits payable to the Members in each Class.										
			Until the age of 65		Until the age of 70		During the whole of Life.	Total Weekly Allowance in Sickness assured to all the Members of each Class				Total Pension for Life assured to the Members of each Class				Total Sums payable at Death of all the Members of each Class.
								Until 65.		Until 70.		For Life.		After the age of 65.		After the age of 70.	
Turned	and under		£ s. d.		£ s. d.		£ s. d.	£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.	
6	12																
12	17																
17	23																
23	27																
27	32																
32	37																
37	42																
42	47																
47	52																
52	57																
57	62																
62	67																
67	72																
72	73																
73	74																
74	75																
&c.	&c.																

Benefits and contributions of a different nature to any of the foregoing, or commencing, or ceasing, at ages other than those above stated, must be set forth in additional columns.

Where the society consists of more than (about) two hundred members also at ages under six and above seventy-two years, the foregoing information should be given at *each year* of age.

To facilitate valuations the members should be registered in the society's books under the year of their births.

Old Jewry. ALEXANDER GLEN FINLAISON.

WESTERN CIRCUIT (WELLS).

THE QUEEN ON THE PROSECUTION OF HAWKINS *v.* PAYNE.*

Mr. Trevor, the clerk to the Bridgewater magistrates, has addressed the following letter to the *Times* :—

My attention has been called to your report of this case in your paper of yesterday, in which the magistrates are reflected on for neglecting to read over the deposition to the witness who was charged with perjury.

The facts are, that before the case was completed, and during the examination of a witness for the defence, the magistrates stopped the defendant's counsel, and said they did not think it a fit one for committal, and dismissed the charge.

I then suggested to defendant's counsel that if any ulterior proceedings were to be taken on the evidence then given, the evidence had better be read over to the witnesses. This suggestion was not adopted; and, if a failure of justice has arisen, it has not been from any neglect of the magistrates or their clerks.

The Act of Parliament only requires the depositions to be read over previous to a committal, and the supposed perjury in this case might have been proved if the prosecutor had taken the precaution of having my clerk, who wrote the evidence, served with a subpœna.

I am, Sir, your obedient servant.

JOHN TREVOR, Clerk to the Justices.

Bridgwater, Aug. 8.

* *Vide sup.* 841.

BILLS OF EXCHANGE.—The gross receipts from bill stamps in the year ending with March, 1868, was only £704,060, a sum which is less by £41,249 than the product of this duty in the preceding year. The receipt in Great Britain, £659,609, showed a decrease of £38,705; in Ireland the receipt was £44,451, a decrease of £2,544.—*Times*.

LAWYERS' WIGS.—The heat has raised the question of wigs, and with it a discussion, never yet settled in England, as to the merits or demerits of official costumes. The subject looks a small one, but it is worth arguing, for it involves in a very direct, though it may be a rather ridiculous, way a matter of some importance—namely, the end which the social reformers of the day intend to seek. We confess we do see grave reason to believe, though we shall irritate many sober thinkers by saying so, that the system of official clothing will stand this supreme test—that the special robe worn by the judge, or the barrister, or the policeman does actually elevate and not simply blind those it is intended to affect; does appeal to a certain nobleness and not to a certain baseness in their inner nature. We doubt whether the feeling which we English are compelled to describe by a Latin word—solemnity—be not a sound instead of an unhealthy state of mind; whether it does not often mean—whether in church, or court, or ceremonial, supposing it always to be real and not factitious—that the better nature of the man is struggling to the front; that his brain and heart are quickened and raised under it instead of being debased or deteriorated. Any severe call on a man, even if it be only a call to self-defence, makes him, or should make him, more of a man—would make him, if he were in the mental condition we all desire to see him reach; and there is no call quicker or more certain of a response than that made by any real solemnity. If that is true—and we all acknowledge it in connection with worship, though half of us seek the exciting means in a simplicity which, so to speak, reveals God, and the other half in a magnificence which honours him—the case for the clothes is won, for nothing produces solemnity like a sudden change in the ordinary circumstantials and surroundings of life. We could produce it, for example, most effectually in a court of justice without any change of clothes, by merely altering the colour of the atmosphere. We do not doubt that if every criminal were tried under red light, or blue light, or green light, or any light to which mankind are unaccustomed, the effect on him, on the bar, on witnesses, would be one of awe; that there would be greater reluctance to tell lies, greater fear of resistance to the law, greater disposition to realise the divinity, so to speak, of the whole machinery, than if there were no such divergencies from the appearances of every day life. That contrivance, though once familiar to many quasi-religious tribunals, is at once too inconvenient and too theatrical for our own time or for habitual use; but its effect, though differing in degree, would be identical in kind with that of the exceptional clothes worn in English courts of law—would, that is, bring home to all present the fact that they were in an atmosphere different from that of every-day life, an atmosphere in which truth was more indispensable, fairness more certain, justice more swift, than in the street or the home. Why should the strong though temporary concentration of mind produced by such an atmosphere debase instead of ennobling? As a matter of fact, we know that it does not; that, for example, although there is much lying in English courts of justice—frightfully much—still, witnesses are more truthful, more conscious that they ought to be truthful in a court than in the street. It may be said that is all the fear of punishment; but we would ask any honourable man who means to speak truth always, whether he did not become in court more exact, more literal, in fact, though not in intention, more truthful than when he was out of it, Would he be so in any court, whether the judge was robed or not? Doubtless, because the aspect of every court—the mere fact that the assembly is a court—makes him so; but the effect will be all the more rapid and complete for any violent divergence from the associations of every-day life, and the easiest of such divergencies is a change of costume.—*Spectator*.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, Aug. 14, 1868.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 93⅞
Ditto for Account, Sept. 8, 94
3 per Cent. Reduced, 94
New 3 per Cent., 94
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '72
Annuities, Jan. '80 —
Annuities, April, '85
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, per Ct. 18 p m
Ditto, £500, Do 18 p m
Ditto, £100 & £200, 17 p m
Bank of England Stock, 4 per Ct. (last half-year) 247
Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct.Apr.'74, 215
Ditto for Account
Ditto 5 per Cent., July, '80 115
Ditto for Account, —
Ditto 4 per Cent., Oct. '88 104⅞
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent. 91½
Ind. Enf. Pr., 5 p C., Jan. '72 105
Ditto, 5½ per Cent., May, '79 110
Ditto Debentures, per Cent., April, '64 —
Do. Do., 5 per Cent., Aug. '73 105½
Do. Bonds, 5 per Ct., £1000 25 p m
Ditto, ditto, under £1000, 25 p m

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	84
Stock	Caledonian	100	76
Stock	Glasgow and South-Western	100	96½
Stock	Great Eastern Ordinary Stock	100	37½
Stock	Do., East Anglian Stock, No. 2	100	8½
Stock	Great Northern	100	107
Stock	Do., A Stock*	100	103
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	49
Stock	Do., West Midland—Oxford	100	31
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	129½
Stock	London, Brighton, and South Coast	100	52½ x d
Stock	London, Chatham, and Dover	100	19⅜
Stock	London and North-Western	100	116½
Stock	London and South-Western	100	90½ x d
Stock	Manchester, Sheffield, and Lincoln	100	43
Stock	Metropolitan	100	111½ x a
Stock	Midland	100	106½
Stock	Do., Birmingham and Derby	100	76
Stock	North British	100	35
Stock	North London	100	119
10	Do., 1866		11⅝
Stock	North Staffordshire	100	58½
Stock	South Devon	100	45
Stock	South-Eastern	100	76
Stock	Taff Vale	100	144

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Investments of almost every class have been dull this week, and it has been observed, as indicating that the now long-looked for return of public confidence is yet to come, that a comparatively slight amount of realisations soon brings down any rise of price which may have taken place; and the same effect is produced by any, even temporary, bullion withdrawal. The latter has been occasioned this week by the taking up of the new French loan. The week may be summed-up by saying that the Funds, Railway Stocks, and Foreign Securities have each been dull and declining.

The *Times* understands that the Recordership of Maidstone, which has just been resigned by Sir Walter Riddell, has been conferred on Mr. R. H. B. Marsham, of the Home Circuit.

The first "private execution" under the Act of last session took place on Thursday within the walls of Maidstone Gaol, no persons being present except the under-sheriff, the governor, serjeant, chaplain, and sixteen representatives of the press. A black flag was hoisted outside the prison wall at the moment the drop fell. A contemporary suggests that a funeral knell should be also tolled.

CHARGE OF PERJURY.—The charge of perjury against Messrs. Smith & Burdekin, solicitors of high standing at Sheffield, was finally disposed of at Leeds assizes on the 7th. The charge was that Messrs. Smith & Burdekin committed perjury in an affidavit relating to the taxing of a bill of costs. The prosecutor was a young man named Jarmans, clerk to Mr. William Unwin, a solicitor, who stands committed for trial at Leeds for offences under the Bankruptcy Act, and for whose assignees Messrs. Smith and Burdekin have acted as solicitors. The Sheffield magistrates dismissed the charge, but, notwithstanding that, the prosecutor required the magistrates, under the provisions of the Act for the punishment of perjury, to bind him over to prefer an indictment at Leeds assizes. He was accordingly bound over. The assizes having been already opened when these proceedings were taken, Mr. Fitzjames Stephen, on behalf of the accused, applied to Mr. Justice Lush to read over the depositions and address the grand jury specially thereupon. His Lordship acceded to the application, and on Friday directed the grand jury that there was no case. On the contrary, his Lordship said, the preponderance of evidence was so decidedly the other way, that if the position of the parties were reversed there would be a much stronger case against the witnesses who had given evidence against Messrs. Smith & Burdekin. The grand jury ignored the bill against Messrs Smith & Burdekin, but found a true bill against Mr. Unwin in respect of the charges made against him under the Bankruptcy Act.—*Times.*

CHARGES ON THE CONSOLIDATED FUND.—The pensions for judicial services of late Lords Chancellor of England and retired judges (£44,700 a-year), have been diminished recently by death, but have received an addition in the pension of Dr. Lushington. Irish pensions, £34,092, include those of retired Lords Chancellor, judges, assistant-barristers, and others; among them the Earl of Roden, late Auditor-General of the Exchequer, £2,698 a-year; Lord Avonmore, £4,200 a-year, as late principal Registrar of the Court of Chancery. The fifth item is £666,948 for courts of justice. It includes the salaries of the judges and the chief officers of the courts, the chairmen of quarter sessions in Ireland, &c., and a host of compensation annuities for losses by law reforms—£95,680 a-year to proctors and other officers of the Ecclesiastical Courts; compensations to officers of courts of requests, the "county clerk" of Middlesex receiving £3,100 a-year; £7,700 to Lord Ellenborough, as formerly chief clerk of the Court of Queen's Bench; £4,028 to the Rev. T. Thurlow, formerly Clerk of the Hanaper.

A VERDICT BY LOTTERY.—A memorial, signed by the mayor and about 100 of the most respectable inhabitants of Cardiff, has been forwarded to Mr. Gathorne Hardy, the Home Secretary, praying that the verdict of the jury may be set aside in the case of John Richards, who was found guilty of the manslaughter of John Butler, on the 1st of May last, in Caroline-street, Cardiff, and was sentenced to seven years' penal servitude. The jury, it is admitted, cast lots to decide whether a verdict of guilty or not guilty should be returned. After the verdict had been returned six of the lottery papers were found on which the words "Not Guilty" had been written, thus showing that at least one-half of the jury were against the conviction.—*Times.*

ESTATE EXCHANGE REPORT.

AT THE MART.

Aug. 5.—By Mr. ALFRED SAVILL.

Freehold property, situate in the parishes of South Benfleet and Thundersley, Essex, known as Jarvis Hall, and Hope's Green Estate, comprising 219a 3r 33p of arable and pasture land with residence, lodge, cottages, and 2 homesteads—Sold for £9,050.

Aug. 6.—By Messrs. H. BROWN & T. A. ROBERTS.

Freehold residence, with stabling, coach-house, and pleasure grounds of about 1a 2r 8p being No. 23, Clapham-rise—Sold for £8,500.

Freehold, 1a 0r 8p of meadow land fronting the Bedford private road, Clapham-rise—Sold for £2,550.

Aug. 7.—By Messrs. NORTON, TRIST, WATNEY & Co.

Freehold residence, No. 14, Uxbridge-road, Surbiton, with coach-house, stabling, green-houses, pleasure garden—Sold for £3,500.

Freehold residence, garden, and land, containing nearly 8 acres, situate at Balham-hill, Streasham, Surrey—Sold for £8,100.

Leasehold ground rent of £12 per annum (for about 67 years), secured upon a residence situate at Balham—Sold for £210.

A Leasehold ground rent of £12 per annum (for about 67 years) secured upon a residence situate at Balham—Sold for £220.

A leasehold ground rent of £20 per annum (for about 67 years) secured upon Hawthorn Villa, on the road from London to Tooting—Sold for £320.

Leasehold residence, known as Holinwood House, Balham, annual value £120; term, 72 years from 1865—Sold for £1,400.

Leasehold residence, situate adjoining above, annual value £12 per annum; term, 72 years from 1863—Sold for £1,500.

AT THE GUILDHALL COFFEE HOUSE.

Aug. 6.—By Messrs. FURBER & PRICE.

Leasehold house, No. 53, Lincoln's-inn-fields, producing about £257 per annum; term, 49 years unexpired, at £81 15s. per annum—Sold for £1,600.

Leasehold, 4 houses, Nos. 2 to 5, Russell-terrace, Holland-road, Brixton, producing £114 per annum; term, 55 years unexpired at £22 per annum—Sold for £1,870.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CLARENCE—On Aug. 9, the wife of H. B. Clarence, Esq., Barrister-at-Law, of 8, Alexandra-terrace, St. John's-wood, and Lincoln's-inn, of a son.

FERGUSON—On Aug. 13, at No. 1, Greville-road, Richmond, the wife of R. S. Ferguson, Esq., Barrister-at-Law, of Lincoln's-inn, of a son.

PINKETT—On Aug. 9, at Braunton, Devon, the wife of F. F. Pinkett, Esq., Barrister-at-Law, of the Middle Temple, of a son.

SMITH—On Aug. 6, at Riverbank, Putney, the wife of Archibald Smith, Esq., Barrister-at-Law, of Lincoln's-inn, of a son.

MARRIAGES.

CATTARNS—PRATT—On Aug. 12, at St. Paul's, Greenwich, Richard Cattarns, Jun., Esq., Solicitor, 33, Mark-lane, to Nellie, daughter of Samuel Pratt, Esq., of Greenwich.

COODE—DAUBUZ—On Aug. 6, at the parish church of St. Kea, Cornwall, Walter Coode, Esq., Barrister-at-Law, of Lincoln's-inn, to Mary Wilmot Arundel, daughter of the Rev. John Daubuz, of Killiew, Cornwall.

THOMPSON—BANKS—On Aug. 11, at St. James's, Hatcham, William Henry Thompson, Esq., Solicitor, to Ellen Louise, daughter of the late Joseph Banks, Esq., of No. 1, Hatcham-terrace, New Cross.

DEATHS.

BERTRAM—On July 31, at 106, Adelaide-road, St. John's-wood, Martha Janet, wife of Julius A. Bertram, Esq., of the Middle Temple, aged 32.

SADLER—On Aug. 10, at Horsham, John Dendy Sadler, Esq., Solicitor, aged 48.

SHEE—On Aug. 11, at 3, Bernard-villas, Upper Norwood, Marie Josephine Mathilde, daughter of Richard Jenery Shee, Esq., Barrister-at-Law, aged three weeks.

SIDDALL—On Aug. 10, at Waltham Abbey, Essex, J. W. F. Siddall, Esq., Solicitor, aged 35.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Aug. 7, 1868.

LIMITED IN CHANCERY.

Great Barrier Land, Harbour, and Mining Company (Limited).—Vice-Chancellor Giffard has, by an order dated July 30, ordered that the voluntary winding up of the above company be continued. Baymes, Lincoln's-inn-chambers, Chancery-lane, solicitor for the petitioner.

Kennet Paper Making Company (Limited).—Petition for winding up, presented Aug 4, directed to be heard before Vice-Chancellor Malins on the next petition day. Chapple, Carter-lane, solicitor for the petitioner.

West Worthing Waterworks, Baths, and Assembly Rooms Company (Limited).—Vice-Chancellor Giffard has, by an order dated July 30, ordered that the above company be wound up. Willett, Gray's-inn-sq, solicitor for the petitioners.

TUESDAY, Aug. 11, 1868.

LIMITED IN CHANCERY.

Arni Marble Company (Limited).—Vice-Chancellor Stuart has, by an order dated June 2, appointed Henry Negretti, Hatton-garden, to be official liquidator.

Disderi & Company (Limited).—Vice-Chancellor Malins has, by an order dated Aug 1, ordered that the above company be wound up. Manning, Gt Georg-st, Westminster, solicitors for the company.

Fairburn Engineering Company (Limited and Reduced).—Petition for reducing the capital from £250,000 to 150,000. Any person who claims be a creditor of the company, and who is not entered, must, on or before Oct 1, send his name and address, and the particulars of his claim, to Cunliffe & Beaumont, Chancery-lane, solicitors for th company.

Industrial Loan and Investment Company (Limited).—Vice-Chancellor Malins has, by an order dated Aug 1, ordered that the above company be woond up. Manning, Gt George-st, Westminster.

International Financial Society (Limited and Reduced).—Petition for reducing the capital from £3,000,000 to divided into 150,000 shares of £20 each, to £1,500,000, divided into £150,000 shares of £10 each, with £5 per share paid thereon. Any person who claims to be a creditor of the society, and who is not entered, must, on or before Sept 30, send his name and address, and the particulars of his claim, to Clements, Threadneedle-st, solicitor for the society.

Norfolk-square Hotel Company (Limited).—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to the undersigned. The Master of the Rolls has, by an order dated July 25, ordered that the voluntary winding up of the above company be continued. Montagu, Bucklersbury, solicitor for the petitioner and liquidators.

North Stafford Steel, Iron, and Coal Company, Bursiem (Limited).—Petition for winding up, presented Aug 8, directed to be heard before Vice-Chancellor Malins on the next petition day. Hunter & Co, New-sq, Lincoln's-inn, solicitors for the petitioner.

South-Eastern of Portugal Railway Company (Limited).—Petition for winding up, presented Aug 4, directed to be heard before Vice-Chancellor Malins on Nov 6. Cunliffe & Beaumont, Chancery-lane, solicitors for the petitioner.

Thames Patent Wood Cutting Company (Limited).—The Master of the Rolls has, by an order dated July 13, appointed George Augustus Cape, 8, Old Jewry, to be official liquidator.

West Worthing Waterworks, Baths, and Assembly Rooms Company (Limited).—Vice-Chancellor Giffard has fixed Friday, Oct 30, at his chambers, for the appointment of an official liquidator.

Friendly Societies Dissolved.

FRIDAY, Aug. 7, 1868.

Friendly Society, Wheatsheaf Inn, Carston, Somerset. Aug 1.
Friendly Society, Wheatsheaf Inn, Antrobus, Chester. Aug 5.
Hearts of Oak, Flask Tavern, Ebury-sq, Pimlico. Aug 5.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 7, 1868.

Boulton, Susannah, Norfolk-pl, Bateman's-row, Widow. Sept 15. Boulton v Boulton, V.C. Stuart.

Chambers, Catherine, Bedford, Widow. Oct 20. Eagles v Le Breton, M. R.

Corbyn, Fredk, Cheltenham, Gloucester. Oct 1. Corbyn v Cannon, V.C. Stuart.

Hare, Ann Frances Mary Louisa, Grosvenor-st, Spinster. Oct 1. Crowley v Paul, M. R.

Higgs, Thos, Kidlington, Oxford, Yeoman. Oct 19. Crawford v Higgs, V.C. Malins.

Kay, Robt, Barnfield-cottage, Lancaster, Gent. Oct 1. Froggatt v Thorp, V.C. Stuart.

Northcote, Christopher, Bristol, Gent. Sept 15. Northcote v Northcote, V.C. Malins.

Payne, Wm, Walton's Farm, Essex, Farmer. Oct 10. Payne v Viall, V.C. Giffard.

Pearson Wm, Gt Houghton, York, Farmer. Oct 1. Pearson v Briggs, V.C. Stuart.

Phillips, John, Bangor, Carnarvon, Dissenting Minister. Oct 15. Pailing v Phillips, V.C. Giffard.

Smout, Geo, Abermule, Montgomery, Auctioneer. Oct 1. Lloyd v Dyos, V.C. Malins.

Thackeray, Wm Makepeace, Kensington-palace-gardens, Esq. Sept 1. Thackeray v Stephen, V.C. Giffard.

Walker, Sophia, Montpelier-row, Blackheath, Spinster. Sept 1. Walker v Walker, M. R.

TUESDAY, Aug 11, 1868.

Adelsdorf, Joseph, Southampton, Jeweller. Oct 1. Adelsdorf v Davis, V.C. Stuart.

Barrett, Saml, Epsom, Surrey, M.D. Oct 1. Barrett v Barrett, V.C. Stuart.

Benny, Wm, sen, Colan, Cornwall, Yeoman. Oct 1. Benny v Salmon, V.C. Stuart.

Bidwell, Hy, Albrighton, Salop, M.D. Oct 10. Bucknall v Bidwell, M. R.

Dewar, Jas, Wood-st, Cheapside, Warehouseman. Oct 1. Dewar v Brooke, V.C. Stuart.

Fonblanque, John Saml Martin, Brighton, Sussex, Esq. Oct 10. Cox v Fonblanque, M. R.

Ford, Geo Saml, Brighton, Sussex, Esq. Oct 10. Ford v Ford, M. R.

Giscard, John, King's Lynn, Norfolk, Cabinet Maker. Oct 1. Jarvis v Giscard, V.C. Giffard.

Gwinnett, Charlotte, Wisterton Court, Hereford, Widow. Oct 14. Tyler v Tyler, M. R.

Gwinnett, Wm Chute, Wisterton Court, Hereford, Esq. Oct 14. Tyler v Tyler, M. R.

The ship Ironmaster, Middlesbrough. Nov 4. Gt Eastern Railway Co v Bolckow Vaughan & Co, V.C. Giffard.

Jones, Wm, Bristol, Oct 1. Herbert v Gribble, M. R.

Mawdsley, Jas, Lower House Farm, Haigh, Lancaster, Farmer. Sept 30. Mawdsley v Mawdsley, V.C. Malins.

St George's Harbour Co. Oct 1. Cramer v Bird, M. R.

Shrewsbury, Right Hon Hy John, Earl of, Ingestre Hall, Stafford. Dec 7. Talbot v Earl of Shrewsbury, V.C. Malins.

Silver, Hannah, De Crespigny-pk, Camberwell, Widow. Oct 16. Silver v Udall, M. R.

Stedman, John, Chappel, Essex, Farmer. Oct 10. Lewis v Witley, V.C. Stuart.

Taylor, Benj, Bromsgrove, Worcester. Sept 30. Powell v Lawson, V.C. Malins.

Tennant, Louisa, Brixton-pl, Brixton, Widow. Oct 1. Tennent v Low, V.C. Giffard.

Thomas, Danl, Manch, Brass Washer. Sept 1. Thomas v Ellis, M.R.

Tomlin, Wm, Gampbell-ter, Bow-rd, Builder. Sept 29. Cox v Bennett, V.C. Giffard.

Wetten, Robt Gunter, Hanover Lodge, Kew-bridge. Oct 1. Brassington v Wetten, V.C. Stuart.

Williams, Robt, Brynmair, Dolgelly, Merioneth, Gent. Sept 12. Williams v Williams, M. R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 7, 1868.

Ambrose, Eliz, Standish-with-Langtree, Lancaster, Spinster. Nov 2. Scott & Son, Wigan.

Brooke, K.C.B., Sir Jas, Burrator, Devon. Oct 5. Booty & Butt, Gray's-inn.

Bryan, Anne Faith, Pilton, Devon, Spinster. Sept 26. Pearse & Crosse, South Molton.

Cope, Wm, Nottingham, Lace Manufacturer. Sept 18. Watson & Wadsworth, Nottingham.

D'Arcy, Frank Hyde, Severe Firs, Worcester, Esq. Sept 14. Moore & Co, Lymington.

Forster, Robt, Newburn, Northumberland, Fisherman. Nov 14. Leadbitter, Newcastle-on-Tyne.

Gray, Chas, Church-rd, Essex-rd, Islington, Clerk. Oct 8. Pidding & Wade, Clifford's-inn.

Hanley, Sarah, Newington-green, Widow. Oct 31. Haycock, College-hill.

Orange, David, Wigston Magna, Leicester, Gent. Oct 1. Stone & Co, Leicester.

Orgee, Saml, Moorend, Much Cowarne, Hereford, Farmer. Aug 20. Gregg.

Parkins, Ann, Hoveringham, Nottingham, Widow. Oct 4. Stenton & Townsend, Southwell.

Peat, Phineas, Wirksworth, Derby, Cordwainer. Sept 1. Hodgkinson, Wirksworth.

Richardson, Charlottte Sealy, Westbourne-park-rd, Spinster. Sept 12, Tooke & Co, Bedford-row.

Richardson, Joseph Forster, Camden-town, Grocer. Sept 29. Matthews & Co, Leadenhall-st.

Skelton, Spencer, Sutton-bridge, Lincoln, Merchant. Oct 1. Mossop, Ironmonger-lane.

Spencer, Betsy, Bishops Nympton, Devon, Widow. Sept 26. Pearse & Crosse, South Molton.

Sunderland, Thos, Leicester, Gent. Oct 1. Stone & Co, Leicester.

Symonds, Thos Edwd, Milford, Southampton, Retired Admiral. Sept 14. Moore & Co, Lymington.

Tasker, John, Dartford, Kent, Brewer. Sept 30. Talbot & Tasker, Bedford-row.

Walker, Eleaner, Prestwich-pk, nr Manch, Widow. Sept 1. Hall & Janion, Manch.

TUESDAY, Aug. 11, 1868.

Burton, Mary, Clapham Old Town, Widow. Oct 1. May & Sykes, Adelaide-pl.
Constantine, Robt, Blackburn, Lancaster, Oil Dealer. Sept 14. Ainsworth & Son, Blackburn.
Debenham, Susannah, Newbury, Berks, Widow. Oct 1. Stillwell, Dover.
Edwards, Margaret Fothergill, Abingdon-villas, Kensington, Spinster. Sept 10. Bevan & Whitting, Old Jewry.
Fisher, Thos Wm, Walworth-rd, Pawnbroker. Sept 23. Johnston & Jackson, Chancery-lane.
Gill, Jas, Grange-rd, Bermondsey, Pawnbroker. Sept 10. Mason & Co, Gresham-st.
Greenway, Rev Wm Whitmore, Newbold Verdon, Leicester, Clerk. Oct 1. Bland, Staple-inn.
Hilleary, Robt Geo Augustus, Fenchurch-bldgs, Fenchurch-st, Solicitor. Sept 10. Hillearys & Tunstall, Fenchurch-bldgs, Fenchurch-st.
Jones, Dani, Bradford, Wilts, Builder. Sept 10. Kingsford & Dorman, Essex-st, Strand.
Lyford, Rev Chas, Albion-rd, Dalston, Clerk in Holy Orders. Sept 30. Smith & Co, Bread-st, Cheapside.
Rawstorn, Jas, Stockport, Whitesmith. Sept 17. Coppock & Hyde. Stockport.
Silver, Thos Temple, Woodbridge, Suffolk, Esq. Oct 28. Needham, New-inn, Strand.
Skrimshire, Susan, Peterborough, Spinster. Sept 19. Metcalfe, Wisbech St Peter's.
Snowden, Hy, Kingston-upon-Hull, Wholesale Butcher. Sept 8. Atkinson, Hull.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Aug. 7, 1868.

Adams, Hy, Isleworth, Surveyor. Aug 4. Comp. Reg Aug 6.
Badham, John, Birm, Baker. July 16. Comp. Reg Aug 6.
Bentham, Oliver, Bradford, York, Boot Manufacturer. July 13. Comp. Reg Aug 6.
Brestbarta, Chas, Northampton, General Dealer. July 17. Comp. Reg Aug 6.
Briscoe, Geo, Birkenhead, Chester, Saddler. Aug 4. Comp. Reg Aug 5.
Brown, Wm, North Shields, Northumberland, Miller. Aug 4. Comp. Reg Aug 6.
Brown, Saml, Macclesfield, Chester, Silk Manufacturer. Aug 1. Comp. Reg Aug 5.
Brown, Richd, St John's-sq, Clerkenwell, Lapidary. Aug 5. Comp. Reg Aug 6.
Bubb, Thos, Ross, Hereford, Innkeeper. July 8. Comp. Reg Aug 4.
Bulmer, Eliz, Coatham, York, Schoolmistress. July 14. Asst. Reg Aug 6.
Bush, Wm, Washington, Durham, Grocer. July 29. Asst. Reg Aug 6.
Carey, Wm Hy Sutton, Queenborough, Kent, Bargeman. July 30. Comp. Reg Aug 5.
Carpenter, Caleb Randall, Essex-rd, Islington, Draper. July 6. Comp. Reg Aug 3.
Carr, Chas, Bedlington, nr Newcastle-upon-Tyne, Ironmonger. July 27. Inspectorship. Reg Aug 6.
Catlin, Fras, Spittlegate, Lincoln, Butcher. Aug 4. Asst. Reg Aug 6.
Collins, Geo, Batley, York, Draper. July 14. Comp. Reg Aug 4.
Collins, Tom Geo, Pembroke-rd, Kensington, China Dealer. Aug 6. Comp. Reg Aug 7.
Compton, Wm, Sulgrave, Northampton, Grocer. July 6. Asst. Reg Aug 3.
Cookson, Wm, Stockport, Chester, Provision Dealer. July 30. Asst. Reg Aug 6.
Cope, John, & Edwin Wm Rose, Hinckley, Leicester, Shoe Manufacturers. July 10. Asst. Reg Aug 6.
Davies, Chas Wm, Grove-ter, Notting-hill, Jeweller. Aug 1. Inspectorship. Reg Aug 4.
Davis, Jacob, Ann-st, Commercial-st, Spitalfields, Glass Dealer. July 30. Comp. Reg Aug 3.
Davies, Wm, Salford, Lancaster, Grocer. July 29. Comp. Reg Aug 6
Driver, Richd, New Brompton, Kent, Builder. July 24. Asst. Reg Aug 7.
Edwards, Geo, Princess-rd, Croydon, Builder. July 27. Comp Reg Aug 6.
Elgey, Chas Jas, Bradford, York, Innkeeper. July 7. Asst. Reg Aug 4.
Fenby, Joseph Beverley, Birm, Engineer. July 11. Asst. Reg Aug 6.
Foden, Geo Jas, Queen's-ter, Fulham, Grocer. July 15. Asst. Reg Aug 6.
Forshaw, Enoch Saml, Preston, Lancaster, Joiner. July 30. Comp. Reg Aug 6.
French, Thos, Gt Yarmouth, Norfolk, Smackowner, July 7. Comp. Reg Aug 4.
Greville, Peniston Grosvenor, St Swithin's-lane, Gent. Aug 4. Comp. Reg Aug 6.
Gribbin, Hugh, Newcastle-under-Lyme, Stafford, Draper. July 18. Comp. Reg Aug 4.
Hale, John, Stamford-st, Blackfriars, Bootmaker. July 24. Comp. Reg Aug 6.
Hancock, Wm Kempe, Devonport, Devon, Coal Merchant. July 31. Comp. Reg Aug 4.
Heap, Alex, & John Hartley, Holcombe Brook, Lancaster, Cotton Waste Spinners. July 29. Comp. Reg Aug 5.
Herring, John, Warrington, Buckingham, Farmer. July 8. Asst. Reg Aug 4.
Hodge, John, Plymouth, Devon, Grocer. July 17. Asst. Reg Aug 4.
Holland, Jas, Landport, Southampton, Brewer. July 17. Asst. Reg Aug 5.
Horry, John, Navenby, Lincoln, Baker. July 10. Comp. Reg Aug 6.
Howarth, Chas, North-hill, Highgate, Comm Agent. July 18. Comp. Reg Aug 1.
Hughes, Jas, Minories, Ship Chandler. July 17. Comp. Reg Aug 3.
Jerram, Geo Bestall, Gt Queen-st, Westminster, Civil Engineer. July 25. Comp. Reg Aug 7.
Jones, Chas, Princes-mews, Princes-sq, Bayswater, Job master. Aug 4. Comp. Reg Aug 5.
King, Robt, John-st, Hampstead, Government Clerk. Aug 5. Comp. Reg Aug 7.
Lamb, John, Bolton, Lancaster, Baker. July 24. Asst. Reg Aug 5.
Litten, John, Gt Coram-st, Russell-sq. July 29. Comp. Reg Aug 7.
Lyons, Jas, Birm, Provision Merchant. July 24. Asst. Reg Aug 7.
Macrobert, Robt, Gateshead, Durham, Oil Merchant. July 25. Comp. Reg Aug 6.
Maddock, John, Over, nr Winsford, Chester, Innkeeper. Aug 1. Comp. Reg Aug 4.
McEvoy, Jas, Hulme, Manch, Tea Dealer. Aug 4. Comp. Reg Aug 6.
Miller, Saml, Palmerston-bldgs. July 20. Arrangement. Reg Aug 5.
Motte, Robt, Heanor, Derby, Auctioneer. July 9. Asst. Reg Aug 1.
Nichols, John, Down's-pk-rd, Hackney, Chandelier Manufacturer. Aug 4. Comp. Reg Aug 6.
Pilkington, John, Manch, Baker. July 20. Comp. Reg Aug 5.
Plant, Ralph, sen, Ralph Plant, jun, James Plant, & Jesse Gardiner, Sneyd-green, Stafford, Earthenware Manufacturers. July 9. Comp. Reg Aug 6.
Pressland, David, Ilkeston, Derby, Upholsterer. July 23. Asst. Reg Aug 5.
Price, Wm, Hampstead-rd, Boot maker. July 9. Comp. Reg Aug 3.
Pye, Thos, & John Downey, Lpool, Cabinetmakers. July 10. Comp. Reg Aug 7.
Reading, Geo, Landport, Southampton, Painter. July 10. Comp. Reg Aug 6.
Russell, Joseph, Pembroke Dock, Pembroke, Sailmaker. July 31. Comp. Reg Aug 7.
Salmon, John, Pellatt's-grove, Wood-green, out of business. July 29. Comp. Reg Aug 3.
Self, Thos, Norwich, Gasfitter. Aug 1. Comp. Reg Aug 5.
Smith, Jas, Newport, Isle of Wight, Innkeeper. Aug 3. Comp. Reg Aug 5.
Smith, Wm Brown, Cwmbrane, Monmouth, Grocer. July 13. Asst. Reg Aug 6.
Stockdale, Chas Carrington, Finchley, Clerk. July 22. Comp. Reg Aug 4.
Thomas, Richd Griffiths, Halmore, Gloucester, Innkeeper. July 10. Asst. Reg Aug 6.
Thornley, Jas, Ashton-under-Lyme, Lancaster, Shoe Dealer. July 10. Comp. Reg Aug 6.
Walker, Wm, sen, Runcorn, Chester, Printer. July 13. Asst. Reg Aug 5.
Ward, Josiah, Litchfield-st, Soho, Carpenter. July 25. Comp. Reg Aug 7.
Wheeler, Joseph, Birm, Tinner. July 16. Comp. Reg Aug 4.
White, Geo Wm, Wakefield, York, Flock Manufacturer. July 24. Comp. Reg Aug 5.
Wilson, John, Whitby, York, Innkeeper. July 23. Asst. Reg Aug 6.
Witt, Geo Lubson, West-st, Triangle, Hackney, Ale-house Keeper. July 20. Comp, Reg Aug 3.
Woolard, John, Brighton, Sussex, Bookbinder. July 20. Comp. Reg Aug 4.
Woodrow, Geo, Portsmouth, Hants, Outfitter. July 24. Comp. Reg Aug 6.

TUESDAY, Aug. 11, 1868.

Adkins, Jas Pelham, Cathcart-rd, Brompton, Builder. July 27. Comp Reg Aug 8.
Arrowsmith, Aaron, Coleman-st, Bunhill-row, Lithographic Printer. Aug 7. Comp. Reg Aug 10.
Batten, Abraham, Leadenhall-st, Merchant's Clerk. July 20. Comp. Reg Aug 10.
Bentley, Joseph, Over Darwen, Lancaster, Innkeeper. July 14. Conv. Reg Aug 11.
Bicknell, Geo, Farningham, Kent, Grocer. Aug 6. Comp. Reg Aug 7.
Blizzard, Alfred Hy, Bristol, House Agent. July 24. Comp. Reg Aug 8.
Bretnall, John, Silchester-ter, Silchester-rd, Notting-hill, Builder. July 23. Comp. Reg Aug 11.
Briscoe, Thos, Birm, Grocer. July 23. Comp. Reg Aug 8.
Brittan, Geo, Barclay-ter, Barclay-rd, Leytonstone, Builder. Aug 3. Comp. Reg Aug 7.
Brown, Robt, Runcorn, Chester, Shoemaker. July 18. Comp. Reg Aug 10.
Brooker, John Bedford, Landport, Hants, Chemist. July 13. Asst. Reg Aug 10.
Burlingson, Thos, Sunderland, Durham, Publican. July 31. Comp. Reg Aug 10.
Burns, Edwd, Manch, Tea Dealer. July 8. Comp. Reg Aug 10.
Cadogan, Chas, Gresham House, Old Broad-st, Gent. Aug 3. Asst. Reg Aug 10.
Camroux, Geo Oliver, Lime-st-sq, Merchant. Aug 4. Asst. Reg Aug 6.
Carter, Grace Slade, Paulton, Somerset, Innkeeper. July 21. Comp. Reg Aug 8.
Cartwright, Abraham, Heckmondwike, York, Tobacconist. July 18. Conv. Reg Aug 7.
Chorley, Isaac, Dalton-in-Furness, Lancaster, Tea Dealer. July 10. Comp. Reg Aug 7.
Coad, Wm Richd, Hastings, Sussex, Grocer. July 10. Comp. Reg Aug 7.
Coomber, Richd, Golden-green, Kent, Builder. July 23. Comp. Reg Aug 11.
Cullen, Arthur, & Robt Thos Briggs, Kingston-upon-Hull, Ale Merchants. July 22. Comp. Reg Aug 8.
Dales, John, New-inn, Strand, Surveyor. July 12. Comp. Reg Aug 11.
Davis, John Edwd, Aldermanbury, Manufacturer. Aug 5. Asst. Reg Aug 11.
Davis, John Tank, Bishops Waltham, Southampton, Furniture Broker. July 25. Asst. Reg Aug 10.
Dykins, Edwd, Lpool, Grocer. July 17. Comp. Reg Aug 10.

Elliott, John Thos, Bishopsgate-st, Hosier. May 25. Asst. Reg Aug 6.
Fenton, Edwd, Barking Side, Ilford, Essex, General Dealer. July 31. Comp. Reg Aug 8.
Fielding, Robt, Oldeam, Lancaster, Corn Miller. Aug 7. Comp. Reg Aug 11.
Fussell, Wm Hy, Beckington, Somerset, Grocer. Aug 5. Asst. Reg Aug 10.
Haddon, Saml Jas, Clewer, Berks, School Master. July 31. Comp. Reg Aug 10.
Hall, Thos, & Wm Fras Adams, Congleton, Chester, Brewers July 15. Conv. Reg Aug 8.
Hall, Robt, Bishop Auckland, Durham, Grocer. Aug 3. Comp. Reg Aug 11.
Hansell, Jas, & Robt Alpe, Bennett-st, Stamford-st, Blackfriars-rd, Drapers. July 21. Asst. Reg Aug 8.
Hatten, Wm, Sutton, Surrey, Builder. Aug 7. Comp. Reg Aug 8.
Haynes, Chas, Bermondsey New-rd, Tinplate Worker. July 20. Comp. Reg Aug 8.
Hemsley, Jas, West Farleigh, Kent, Bricklayer. Aug 1. Comp. Reg Aug 7.
Heywood, Wm, Manch, Woollen Cloth Merchant. Aug 5. Comp. Reg Aug 8.
Isaac, Saml, Manch, General Dealer. July 21. Comp. Reg Aug 11.
Jewiss, John Thos, George-lane, Eastcheap, Smith. July 15. Comp. Reg Aug 8.
Lagden, Rev Richd Dowse, Stock Gayland, Dorset, Clerk. Aug 1. Comp. Reg Aug 10.
Lee, John Fras, Thos Bolton, & Thos Yate Lee, Kniver, Stafford, Iron Masters. July 15. Asst. Reg Aug 10.
Leighton, Ann, & John Leighton, East Heslerton, York, Farmers, July 11. Asst. Reg Aug 7.
Lockyer, Geo John, Birm, Comm Agent. July 21. Asst. Reg Aug 7.
Lowe, Jas, Manch, Billiard Table Maker. July 13. Comp. Reg Aug 10.
Maggs, Paul, Bristol, Bookbinder. July 3. Comp. Reg Aug 8.
Marks, Moritz, Birm, Clothier. Aug 5. Comp. Reg Aug 11.
Matthews, John, Bristol, Licensed Victualler. Aug 3. Asst. Reg Aug 7.
Mitchell, Thos, Cardiff, Glamorgan, Bootmaker. July 20. Asst. Reg Aug 11.
Morris, Lewis, Lpool, Clothier. July 10. Asst. Reg Aug 7.
Mosley, John, & Wm Lodge, Holmfirth, York, Ironfounders. July 28. Asst. Reg Aug 11.
Orrell, Geo Sisson, Lpool, Cotton Broker. Aug 6. Comp. Reg Aug 11.
Pearce, Alfred Edwd, Hatton-garden, Engineer. July 14. Comp. Reg Aug 10.
Pepler, Jas, Monckton Combe, Somerset, Miller. July 22. Comp. Reg Aug 11.
Revell, Thos, Leadenhall-st, Picture Dealer. July 22. Asst. Reg Aug 6.
Revett, Thos, King William-st, Merchant. Aug 1. Comp. Reg Aug 6.
Rosenthall, Adolphus Lewis, East India Chambers, Merchant. July 14. Comp. Reg Aug 10.
Rosece, Jas, Manch, Auctioneer. July 20. Comp. Reg Aug 7.
Ryall, Richd, Louth, Lincoln, Builder. July 21. Asst. Reg Aug 11.
Shaw, Saml, Barrow-in-Furness, Lancaster, Licensed Victualler. July 21. Asst. Reg Aug 7.
Simpson, Richd, Armley, nr Leeds, Tea Dealer. Aug 4. Comp. Reg Aug 7.
Smith, Jas, Ryde, Isle of Wight, Builder. July 24. Asst. Reg Aug 11.
Taylor, Christopher, Lpool, Tailor. July 16. Comp. Reg Aug 7.
Thompson, Joseph, Hesket, Cumberland, Farmer. July 14. Asst. Reg Aug 10.
Todd, Jas, Brimington, Derby, Tailor. July 16. Comp. Reg Aug 7.
Watson, John, Victoria-chambers, Westminster, Mining Engineer. Aug 3. Asst. Reg Aug 11.
Williams, Wm, Swansea, Glamorgan, Contractor. Aug 5. Comp. Reg Aug 7.
Williams, John Falkner, Lpool, Agent. Aug 4. Comp. Reg Aug 7.
Worsley, Aaron, Ashton-upon-Mersey, Chester, out of business. July 15. Asst. Reg Aug 11.
Wyatt, Chas Bound, & Fredk Wyatt, Fratton, Southampton, Grocers. Aug 4. Comp. Reg Aug 10.
Xenos, Aristides, Gresham-house, Old Broad-st, Ship Broker. Aug 5. Comp. Reg Aug 10.

Bankrupts.

FRIDAY, Aug. 7, 1868.

To Surrender in London.

Baker, Wm Buckley, Talbot-rd, Westbourne-park, out of business Pet Aug 4. Aug 18 at 12. Hicks, Coleman-st.
Bartlett, John, King-st, New-town, Deptford, Grocer. Pet Aug 4. Roche. Aug 18 at 12. Elworthy, Crown-ct, Threadneadle-st.
Bower, Walter, Radnor-ter, Lambeth, out of business. Pet Aug 5. Murray. Aug 25 at 12. Mayo, Kennington-park-rd.
Briggs, Wm, Oakfield-rd, Croydon, Merchant's Clerk. Pet Aug 3. Roche. Aug 18 at 12. Perkins, Gray's-inn-sq.
Bull, Wm, Dockhead, Bermondsey, Butcher. Pet Aug 5. Roche. Aug 25 at 11. De Medina, Primrose-st.
Coleman, Edwd, Prisoner for Debt, London. Pet Aug 5 (for pau). Murray. Aug 25 at 11. Drake, Basinghall-st.
Consens, Stansfeld Ellis, Queen's-rd, Peckham, no profession. Pet Aug 1. Roche. Aug 18 at 11. Smith, Gresham House, Old Broad-st.
Cridland, Hy, Princes-pl, York-rd, Battersea, Plasterer. Pet Aug 3. Roche. Aug 18 at 12. Morris, Leicester-sq.
Cross, Wm, Milton-rd, Old Ford, Bow, out of business. Pet Aug 3. Roche. Aug 18 at 11. Hicks, Coleman-st.
Crudge, Hy, Shepherd's-ct, May-fair, Tailor. Pet Aug 4. Roche. Aug 18 at 1. Butterfield, Edgware-rd.
Dickason, Greenwood, Prisoner for Debt, London. Pet Aug 5 (for pau). Roche. Aug 25 at 11. Drake, Basinghall-st.
Dunlop, Jas, & Thos Jas Butler, Dover, Kent, Coal Merchants. Pet Aug 3. Roche. Aug 18 at 11. Fox, Dover.
Fisk, Chas, Old Town, Clapham, out of business. Pet July 23. Murray. Aug 18 at 12. Dobie, Basinghall st.
Fuller, John Hazell, Bow-lane, Warehouseman. Pet Aug 3. Roche. Aug 18 at 12. Nokes & Co, Finch-lane, Cornhill.
Guntrip, Jas, Brill, Buckinghamshire, Butcher. Pet Aug 5. Roche. Aug 25 at 11. Dobie, Basinghall-st.
Howson, Chas, White Lion-st, Chelsea, Upholsterer. Pet Aug 5. Roche. Aug 18 at 1. Worthington & Plunkett, Milk st.
Hurst, Wm Lansdell, Eastbourne, Sussex, Wine Merchant. Pet Aug 5. Roche. Aug 18 at 1. Trehearne & Wolferstan, Aldermanbury.
Jones, Alfred, Lower-marsh, Lambeth, Grocer. Pet Aug 3. Roche. Aug 18 at 11. Greaves, Essex-st, Strand.
Lambert, Geo, Commercial-rd, Lambeth, Clerk. Pet Aug 5. Roche. Aug 25 at 11. Chipperfield, Trinity-st, Southwark.
Lambert, Wm John, Prisoner for Debt, London. Pet Aug 4 (for pau). Roche. Aug 18 at 1. Michael, Gresham-bldgs, Basinghall-st.
Matthews, Mary Anne, St Leonard's-on-Sea, Sussex, Lodging House Keeper. Pet Aug 5. Murray. Aug 25 at 12. Dobie, Basinghall-st.
Moore, Thos Warton, Southsea, Hants, Assistant Paymaster. Pet Aug 5. Roche. Aug 25 at 11. Ford, Arundel-st, Strand.
Morton, Robt, Church-ter, Kentish-town, Cellarman. Pet Aug 3. Roche. Aug 18 at 11. Parker, St Helen's-pl.
Ruff, Hy, Gray's-inn-rd, Publisher. Pet Aug 1. Roche. Aug 18 at 12. Nicholson, Lime-st.
Ryall, Albert, Bermondsey-st, Leather Dresser. Pet Aug 5. Roche. Aug 18 at 1. Breden, Union-ct, Old Broad-st.
Smyth, Saml, Richd, Dover, Kent, Ironfounder. Pet Aug 5. Roche. Aug 18 at 1. Marsden, Friday-st, Cheapside.
Tubbs, Fredk, Prisoner for Debt, London. Pet Aug 4. Roche. Aug 18 at 1. Dobie, Basinghall-st.
Watson, Ricardo Llandaff, Prisoner for Debt, London. Pet July 20 (for pau). Pepys. Aug 18 at 11. Popham, Basinghall-st.
Weeks, John Robins, Kent-ter, Deptford, out of business. Pet Aug 5. Roche. Aug 25 at 11. Steadman, London-wall.
Wood, Robt, Prisoner for Debt, London. Pet July 31 (for pau). Aug 18 at 11. Digby, Coleman-st.

To Surrender in the Country.

Baker, Albert Hy, Prisoner for Debt, Bristol. Adj Aug 3. Harley. Bristol, Aug 21 at 12.
Bannister, Samuel, Leominster, Hereford, Fellmonger. Pet Aug 5. Birm, Aug 19 at 12. Rowland, Birm.
Basteafield, Wm, Cradley Heath, Stafford, Brickmaker. Pet Aug 5. Birm, Aug 19 at 12. Pole, Birm.
Bond, Jonah, Prisoner for Debt, Chester. Adj Jan 15. Lpool, Aug 19 at 11.
Braund, Thos, Appledore, Devon, Master Mariner. Pet Aug 5. Rooker. Bideford. Aug 25 at 10.30. Turner, Bideford.
Chapman, John, Wootton, Lincoln, Blacksmith. Pet Aug 4. Brown. Barton-upon-Humber, Aug 26 at 11. Mackrill, Barton-upon-Humber.
Dales, Wm, Leeds, out of business. Pet Aug 5. Marshall. Leeds, Aug 20 at 12. Harle, Deeds.
Dolphin, Isaac, Walsall, Stafford, Licensed Victualler. Pet Aug 3. Walsall, Aug 18 at 12 Glover, Walsall.
Dovey, Thos, Clifton, Bristol, Lodging House Keeper. Pet Aug 4. Wilde. Bristol, Aug 19 at 11. Henderson, Bristol.
Edwards, Edwd, Aberdare, Glamorgan, Collier. Pet Aug 3. Spickett, Pontypridd, Aug 18 at 12. Linton, Aberdare.
Evans, John, Aberdare, Glamorgan, Innkeeper. Pet Aug 4. Rees. Aberdare, Aug 18 at 11. Rosser, Aberdare.
Figgures, Wm, Blockley, Worcester, out of business. Pet July 31. Nicoll. Shipston-on-Stour, Aug 20 at 10. Hancock, Shipston-on-Stour.
Gardner, Chas, Brighton, Journeyman Baker. Pet Aug 4. Evershed, Brighton, Aug 24 at 11. Runnacles, Brighton.
Green, Chas, Sheffield, Modeller. Pet Aug 5. Yorke. Leeds, Aug 19 at 12. Broomhead & Whiteman, Sheffield.
Gunstone, Jacob, Atworth-common, Wilts, Cordwainer. Pet Aug 5. Smith. Melsham, Aug 24 at 11. Rawlings, Melksham.
Harris, Jas, Prisoner for Debt, Exeter. Adj July 17. Bencraft. Barnstaple, Aug 19 at 12. Bencraft, Barnstaple.
Hebb, Hy, Loughborough, Leicester, Innkeeper. Pet July 25. Tudor. Birm, Aug 18 at 11. Brewster, Nottingham.
Hilton, John, & Hy Louis Ryan, Manch, Merchants. Pet Aug 1. Fardell. Manch, Aug 18 at 11. Wharton, Manch.
Holt, Jas Bradbury, Wallsall, Stafford, Licensed Victualler. Pet Aug 5. Walsall, Aug 18 at 12. Wilkinson, Walsall.
Jackson, Wm, Tadcaster, York, Druggist. Pet Aug 5. Leeds, Aug 24 at 11. Harle, Leeds.
Kirk, Wm, Prisoner for Debt, York. Adj July 30. Powell. Pocklington, Aug 17 at 12. Mason, York.
Knott, Jas, Coombe, Cornwall, Mason. Pet Aug 5. Bridgman. Tavistock, Aug 24 at 11. Chilcott, Tavistock.
Lamb, Abraham, Hebden Bridge, York, Fishmonger. Pet Aug 3. Eastwood, Todmorden, Aug 20 at 11. Cronhelm, Halifax.
Little, John, East Retford, Nottingham, Grocer. Pet Aug 3. Newton. East Retford. Aug 19 at 10. Bescoby, East Retford.
Lodge, Hy, Huddersfield, York, Proprietor of Shooting Galleries. Pet Aug 3. Leeds, Aug 17 at 11. Clough, Huddersfield.
Lodge, Wm Reeve, Gt Yarmouth, Norfolk, out of employment. Pet Aug 4. Chamberlin. Yarmouth, Aug 21 at 12. Cufaude, Gt Yarmouth.
Ludimer, Moritz, Swansea, Glamorgan, Ship Broker. Pet Aug 3. Morris. Swansea, Aug 17 at 3. Smith, Swansea.
Marsden, Richd, Chester, Fitter. Pet Aug 5. Wason. Birkenhead, Aug 19 at 10. Leigh, Wigan.
Maybury, Hy, Hall green, out of employment. Pet Aug 4. Walker. Dudley, Aug 22 at 12. Fellowes, Bilston.
Morgan, Thos, Prisoner for Debt, Bristol. Adj Aug 3. Harley. Bristol, Aug 21 at 12.
Myers, Geo, Bishopwearmouth, Durham, Cabman. Pet Aug 4. Marshall. Sunderland, Aug 21 at 12. Eglington, Sunderland.
Nugent, Patrick, Birkenhead, Chester, Cowkeeper. Pet Aug 5. Wason. Birkenhead, Aug 17 at 10. Moore, Birkenhead,

Parker, Edwin, Leeds, York, out of business. Pet Aug 5. Marshall. Leeds, Aug 20 at 12. Granger & Son, Leeds.
Pursell, Rebecca, Little Sutton, Chester, Butcher. Pet Aug 1. Wason. Birkenhead, Aug 17 at 10. Moore, Birkenhead.
Rathbone, John, Sheffield, Shopkeeper. Pet Aug 1. Wake. Sheffield, Aug 14 at 1. Micklethwaite, Sheffield.
Reid, John, & John Grave, Manch, Comm Agents. Pet Aug 4. Fardell. Manch, Aug 18 at 11. Leigh, Manch.
Robson, Richd, Pelton Fell, Durham, Grocer. Pet Aug 1. Gibson. Newcastle-upon-Tyne, Aug 18 at 11. Hoyle & Co, Newcastle-upon-Tyne.
Rolfe, Nicholas Hall, Kingston-upon-Hull, Merchant. Pet July 25. Leeds, Aug 26 at 12. Holden & Sons, Hull.
Rose, Hy, Hulme, Lancaster, Furniture Dealer. Pet Aug 4. Hulton. Salford, Aug 29 at 9.30. Gardner, Manch.
Sims, Saml, Gillingham, Dorset, Dairyman. Pet Aug 3. Burridge. Shaftesbury, Aug 18 at 11. Chitty, Shaftesbury.
Summerville, Joseph, jun, Bog-house, nr Matten, Farmer's Hind. Pet Aug 1. Clayton. Newcastle, Aug 22 at 11. Youll, Newcastle-upon-Tyne.
Williams, Richd, Lpool, Ship Store Dealer. Pet Aug 4. Lpool, Aug 20 at 11. Hull & Co, Lpool.
Wincott, John, West Bromwich, Stafford, Retail Brewer. Pet Aug 1. Watson. Oldbury, Aug 20 at 11. Shakespeare, Olbury.

TUESDAY Aug. 11, 1868.

To Surrender in London.

Adrien, Jules, Prisoner for Debt, London. Pet Aug 5 (for pau). Murray. Aug 25 at 12. Goatly, Bow-st, Covent-garden.
Boyden, Hy Robt, Walthamstow, Essex, Grocer. Pet Aug 6. Murray. Aug 25 at 12. Wood, Basinghall-st.
Bradbury, Alfred, High Holborn, Equestarian Artist. Pet Aug 6. Murray. Aug 25 at 1. Cammon, Cloak-lane, Cannon-st.
Cholmondeley, Joseph John Geary, Leighton-rd, Kentish-town, Gent. Pet Aug 6. Murray. Aug 26 at 11. Peverley, Gresham-bldgs.
Cree, Geo Truscott, Lonsdale-villa, Charnock-rd, Clapton, Agent. Pet Aug 6. Murray. Aug 25 at 12. Brown & Godwin, Finsbury-pl.
Cubitt, Geo, Ironmonger-lane, Cuff Manufacturer. Pet Aug 8. Murray. Aug 26 at 12. Merriman & Buckland, Queen-st, Cheapside.
Draper, Thos, Prisoner for Debt, London. Pet Aug 5 (for pau). Murray. Aug 25 at 1. Harrison, Basinghall-st.
Enright, Thos, Prisoner for Debt, London. Pet Aug 8 (for pau). Murray. Aug 26 at 11. Denny, Coleman-st.
Hall, Geo Lowthian, Clifton-rd, St John's-wood, Artist. Pet Aug 6. Murray. Aug 25 at 12. Huxham, Hare-ct, Temple.
Harris, Chas, Nelson-sq, Bermondsey, Cellarman to a Brewer. Pet Aug 7. Murray. Aug 26 at 11. Buchanan, Basinghall-st.
Harrison, John Thos, Laurance Pountney-pl, Ultramarine Agent. Pet Aug 7. Murray. Aug 25 at 1. Lambert, Lower Thames-st.
Jenner, Hy Chas, Prisoner for Debt, London. Pet Aug 7 (for pau). Murray. Aug 26 at 11. Harrison, Basinghall-st.
Kent, Joseph, Sharp's-bldgs, Tower-hill, Carman. Pet Aug 6. Murray. Aug 25 at 1. Miller & Stubbs, Eastcheap.
Kerridge, Isaac, Basnet-grove, Wandsworth-rd, Builder. Pet Aug 8. Murray. Aug 26 at 12. Nash & Co, Suffolk-lane, Cannon-st.
Labatt, Andrew Tyrell, Plumstead, Kent, Clerk in Holy Orders. Pet Aug 8. Murray. Aug 26 at 12. Hughes & Muskett, Woolwich.
Mole, Wm John Tingey, St Neots, Huntingdon, Watchmaker. Pet Aug 8. Murray. Aug 26 at 12. Lawrance & Co, Old Jewry-chambers.
Mulliner, Wm, East-hill, Wandsworth, Builder's Foreman. Pet Aug 7. Murray. Aug 25 at 1. Ody, Trinity-st, Southwark.
Murton, John Woods, Park-pl, Old Ford-rd, Butcher. Pet Aug 6. Murray. Aug 25 at 12. Hope, Ely-pl, Holborn.
Phillips, Jas Geo, New Kent-rd, Fishmonger. Pet Aug 10. Murray. Aug 26 at 12. Lewis & Lewis, Ely-pl, Holborn.
Pratt, Geo, Southampton -st, Camberwell, Leather Seller. Pet June 19. Aug 26 at 1. Sole & Co, Aldermanbury.
Rushworth, Amelia, West Ham, Essex, Milliner. Pet Aug 8. Murray. Aug 26 at 12. Hope, Ely-pl, Holborn.
Savill, Chas, High-st, Camden-town, Cheesemonger. Pet Aug 4. Pepys. Aug 25 at 11. Payne, Bedford-row.
Walsh, Jas, James's-grove, Commercial-rd, Old Kent-rd, out of business. Pet Aug 6. Murray. Aug 26 at 11. Paine & Layton, Gresham-house.
Wise, George Davies, Holywood-rd, West Brompton, Cornchandler. Pet Aug 8. Murray. Aug 26 at 11. Innes & Son, Leadenhall-st.
Wood, Alfred, Shoreham, Sussex, Coal Merchant. Pet Aug 8. Murray. Aug 26 at 11. Webb, Austinfriars.
Woodhams, Geo, Thatcham New Town, Berks, out of business. Pet Aug 8. Murray. Aug 26 at 11. Smith, Southampton-st, Strand.

To Surrender in the Country.

Ayre, Robt, Coleorton, Leicester, Farmer. Pet Aug 7. Dewes. Ashby-de-la-Zouch, Aug 19 at 11. Goode, Loughborough.
Benson, John, & Jas Chas Birt, Mounton, Monmouth, Paper Manufacturers. Pet Aug 4. Wilde. Bristol, Aug 26 at 11. Henderson, Bristol.
Brown, Emma, Lpool, Boarding-house Keeper. Pet Aug 5. Hime. Lpool, Aug 21 at 1. Grocott, Lpool.
Brown, Jesse, Loughborough, Leicester, Gunmaker. Pet Aug 7. Brock. Loughborough, Aug 24 at 11. Deane, Loughborough.
Brunt, Wm. Derby, Draper. Pet Aug 6. Tudor. Birm, Aug 25 at 11. Maples, Nottingham.
Charles, Wm, Aston-juxta-Birm, Oil Merchant. Pet July 20. Tudor. Birm, Aug 26 at 12. Duignan & Co, Walsall.
Crewdson, Geo, Ulverston, Lancaster, Coal Dealer. Pet Aug 8. Postlethwaite. Ulverston, Aug 22 at 10. Jackson, Ulverston.
Cooke, Saml, Evesham, Worcester, Upholsterer. Pet Aug 6. Cheek. Evesham, Aug 24 at 12. Eades, Evesham.
Dagger, Eduard, Dudley, Worcester, Grocer. Pet Aug 6. Birm, Aug 26 at 12. Hodgson & Son, Birm.
Duffield, Thos, Hill Top, Nottingham, Collier. Pet Aug 7. Patchitt. Nottingham, Oct 7 at 10.30. Everall.
Eaton, Edwin, Lancaster, Flour Dealer. Pet July 31. Macrae. Manch, Aug 21 at 12. Grundy & Coulson, Manch.
Evison, Aaron, & Joseph Carter, jun, Horncastle, Lincoln, Soda Water Manufacturers. Pet Aug 6. Clitherow. Horncastle, Aug 20 at 11. Adcock, Horncastle.
Finney, Herbert, Blakewell, Derby, Gent. Pet Aug 7. Hubbersty Bakewell, Aug 22 at 12. Cutts, Chesterfield.
Fox, John Jacob, Moorgate, Nottingham, News Agent. Pet Aug 6. Newton, East Retford, Aug 20 at 10. Bescoby, East Retford.
Geen, Hy, Cardiff, Glamorgan, Builder. Pet Aug 7. Wilde. Bristol, Aug 21 at 11. Press & Co, Bristol.
George, John, Orleton, Hereford, Carpenter. Pet Aug 6. Robinson, Leominster, Aug 26 at 10. Bedford, Leominster.
Goodman, David, Ystrad Rhndda, Glamorgan, Watchmaker. Pet Aug 5. Spickett. Pontypridd, Aug 22 at 12. Thomas, Pontypridd.
Gregory, Thos, Afreton, Derby, Builder. Pet July 31. Leeds, Sept 9 at 12. Wilson & Burkinshaw, Alfreton.
Hallam, Ellis, Sheffield, Collier. Pet Aug 8. Wake. Sheffield, Aug 21 at 1. Binney & Son, Sheffield.
Hodges, Geo, Ryde, Isle of Wilte, Poulterer. Pet Aug 6. Blake, Newport, Aug 22 at 11. Beckingsale, Newport.
Johnson, Wm, Hinton, Northampton, Wheelwright, Pet Aug 8. Willoughby. Daventry, Aug 19 at 11. Gery, Daventry.
Jones, Wm. & Thos Sutton, Bloxwich, Stafford, Charter Masters. Pet Aug 7. Birm, Aug 26 at 11. Brevitt, Darlaston.
Ladimer, Moritz, Swansea, Glamorgan, Shipbroker. Pet Aug 3. Morris. Swansea, Aug 17 at 3. Smith, Swansea.
Marston, Isaac, Kirkby Lonsdale, Westmoreland, out of business. Adj July 14. Roper. Kirkby Lonsdale, Aug 13 at 11. Robinson, Burton.
Morgans, David, Cwmamem, Glamorgan, Innkeeper. Pet Aug 3. Rees. Aberdare, Aug 25 at 11. Rosser, Aberdare.
Muschamp, John Briggs, Leeds, Cloth Merchant. Pet Aug 6. Leeds, Aug 24 at 11. North & Sons, Leeds.
Nightingale, Wm, West Bromwich, Stafford, Plumber. Pet Aug 6. Watson. Oldbury, Aug 25 at 11. Shakespeare, Oldbury.
Owen, Edward, Rhosnessney, Denbigh, Butcher. Pet Aug 7. Reid. Wrexham, Aug 24 at 11. Jones, Wrexham.
Railton, Richd Johnson, Malmesbury, Wilts, Printer. Pet July 31. Chubb. Malmesbury, Aug 15 at 11. Jones & Forrester, Malmesbury.
Randall, Wm Thos, Ramsgate, Kent, Builder. Pet Aug 4. Snowdon. Ramsgate, Aug 24 at 12. Dorman, Margate.
Simpson, Thos, Lpool, Grocer. Pet Aug 7. Hime. Lpool, Aug 21 at 1. Hindle. Lpool.
Smith, Richd, Wigan, Lancaster, Bootmaker. Pet Aug 7. Macrae. Manch, Aug 21 at 12. Richardson, Manch.
Smith, Wm, Hereford, Painter. Pet Aug 8. Reynolds. Hereford, Sept 1 at 10. Carles, Hereford.
Steel, Dorothy Mary, Prisoner for Debt, York. Pet Aug 4. Carr. Otley, Aug 22 at 11. Hirst & Capes, Knaresborough.
Taylor, Emma, Lozells, Handsworth, Stafford, Spinster. Pet Aug 6. Guest. Birm, Aug 27 at 10. Hodgson & Son, Birm.
Tolleryey, John, St Ewe, Cornwall, Innkeeper. Pet Aug 1. Collins Bodmin, Aug 22 at 10. Wallis, Bodmin.
Vallance, John, Barnstaple, out of business. Pet Aug 5. Bencraft. Barnstaple, Aug 28 at 12. Thorne, Barnstaple.
Wake, Wm, Middlesbrough, York, out of business. Pet Aug 8. Crosby. Stockton-on-Tees, Aug 26 at 11. Fisher, Middlesbrough.

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 7, 1868.

Browne, Hy, Eastham, Worcester, Clerk in Holy Orders. July 14.

TUESDAY, Aug. 11, 1868.

Carpenter, Hy Fredk, Manch. Licensed Victualler. Aug 7.
Hughes, Hy, Sittingbourne, Kent, Beer Retailer. Aug 5.
Walker, Jas Edmond, Manch, Wine Merchant. Aug 7.